

**AGENDA**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE**  
**JUNE 25, 2019**

**NOTICE TO THE PUBLIC:** The Mayor and City Council welcome comments from the public during discussion. **If you wish to speak, please complete an orange card and hand it to the City Clerk. When your name is called, please step to the microphone, state your name for the record, and limit the time used to present your remarks in order that others may be given the opportunity to speak.** The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input at the time of the first reading. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring.

**CALL TO ORDER:** 6:00 p.m.

**CONSENT AGENDA:** All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Council members vote on the motion.

1. Motion approving payment of claims
2. Motion approving Minutes of the Regular Meeting of June 11, 2019
3. Motion setting salaries for Council appointees FY 2019-20
4. Motion approving Class E Liquor License ownership change - Fareway Meat Market #189, 3720 Lincoln Way
5. Motion approving new 5-day Class C Liquor License (June 28 - July 2) - Thirsty Pigs LLC, 3600 University Boulevard
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Special Class C Liquor License with Outdoor Service and Sunday Sales - Botanero Latino, 604 East Lincoln Way
  - b. Class C Liquor License with Catering and Sunday Sales - Jethro's BBQ, 1301 Buckeye Avenue
7. Motion approving request from Ames Convention & Visitors Bureau for Fireworks Permit for display from 1422 S. 4<sup>th</sup> Street at 10:00 p.m. on July 3, 2019, for Independence Day Celebration
8. Resolution approving reappointment of Council Member Tim Gartin to Ames Economic Development Commission Board of Directors
9. Resolution approving and adopting Supplement No. 2019-3 to the *Ames Municipal Code*
10. Resolution adopting New and Revised Fees for the City of Ames to be effective July 1, 2019
11. Resolution approving Commission On The Arts (COTA) Special Project Grant Contract for Fall 2019 with Town and Gown Chamber Music Association
12. Resolution approving modifications to Clark Avenue bike lanes to remove bike box and replace with bike lanes at an estimated cost of \$2,500
13. Resolution approving Safety Services Contract with IAMU in an amount not to exceed \$66,000 for period July 1 through December 31, 2019, and optional renewal in an amount not to exceed \$66,000 for period January 1 through June 30, 2020
14. Resolution accepting quote for Excess Worker's Compensation Insurance from Holmes Murphy & Associates for coverage with Midwest Employers Casualty Company for the same coverage

- types and limits as the expiring contract at a renewal premium of \$104,765
15. Resolution accepting quote and approving renewal of City's membership in the Iowa Communities Assurance Pool (ICAP) for certain casualty and liability coverages at a net cost of \$510,499
  16. Resolution accepting extension of Property Brokerage Agreement with Willis of Greater Kansas, Inc., for the period beginning July 1, 2019, through June 30, 2020, in the amount of \$50,000
  17. Resolution approving renewal for property insurance program coverage with Willis of Greater Kansas, Inc., for FY 2019/20 at the combined quoted premium of \$612,813
  18. Resolution approving Professional Services Agreement with HDR Engineering of Omaha, Nebraska for 2045 Long-Range Transportation Plan Update in an amount not to exceed \$494,909
  19. Resolution approving Agreement with JCorp and authorizing payment to JCorp of Ames, Iowa, in the amount of \$57,339.05 from unobligated General Obligation Bond funds regarding Tripp Street Extension project
  20. Resolution awarding Contract for FY 2019/2020 Hauling (to the Boone County Landfill) and Related Services for Resource Recovery Plant to Waste Management of Iowa, Inc., at a base rate of \$14.14/ton
  21. Resolution approving payment of \$349,105 to Iowa State University to meet the City's current StoryComm obligation under the Radio System Contract with RAYCOM
  22. Resolution approving 3-Year extension of Welch Avenue Parking Lot T (Campustown) Lease
  23. Requests for Midnight Madness on July 13, 2019:
    - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License
    - b. Motion approving 5-day Class B Beer & Outdoor Service Area in City Hall Parking Lot N
    - c. Resolution approving closure of portions of 5<sup>th</sup> Street, Douglas Avenue, 10<sup>th</sup> Street, Clark Avenue, Main Street, Northwestern Avenue, 9<sup>th</sup> Street, Ridgewood Avenue, and 6<sup>th</sup> Street; Burnett Avenue and Kellogg Avenue, from 5<sup>th</sup> Street to 10<sup>th</sup> Street; 6<sup>th</sup> Street, 7<sup>th</sup> Street, 8<sup>th</sup> Street, and 9<sup>th</sup> Street, from Clark Avenue to Douglas Avenue; and Park Way, from 6:00 p.m. to 11:00 p.m. on Saturday, July 13
    - d. Resolution approving suspension of parking regulations and enforcement from 6 PM to 11 PM
    - e. Resolution approving closure of Clark Avenue from 5<sup>th</sup> Street to 6<sup>th</sup> Street and City Hall Parking Lot N from 6 PM on July 13 to 1 AM on July 14 for post-race activities
    - f. Resolution approving waiver of fees for blanket Vending License and usage of electricity
  24. Resolution approving preliminary plans and specifications for South Grand Avenue - South 5<sup>th</sup> Street; setting July 16, 2019, as bid due date and July 23, 2019, as date of public hearing
  25. Resolution approving preliminary plans and specifications for the Wellhead Controls Improvements and Repainting Project; setting July 31, 2019, as the bid due date and August 13, 2019, as date of public hearing
  26. Resolution approving preliminary plans and specifications for the Water Plant Handrail Modifications Project; setting July 24, 2019, as bid due date and August 13, 2019, as date of public hearing
  27. Resolution waiving City's Purchasing Policies and Procedures requirement for formal bidding and awarding a contract to Open Systems International, Inc., of Medina, Minnesota, for Monarch Support for three-year term for Supervisory Control and Data Acquisition (SCADA) for the Power Plant in the total amount of \$184,632
  28. Resolution awarding contract to Murphy Tractor and Equipment of Des Moines, Iowa, for the purchase of a wheel loader to replace an old one used at the Resource Recovery Plant in the

amount of \$298,478

29. Resolution approving contract and bond for 2017/18 Downtown Street Pavement Improvements - Main Street Alleys (Duff-Douglas, Kellogg-Burnett)
30. Resolution approving contract and bond for Boiler Maintenance Services Contract for Power Plant
31. Resolution approving contract and bond for Power Plant Unit 7 Generator Overhaul Project
32. Resolution approving contract and bond for Teagarden Area Drainage Improvements -
33. Resolution approving contract extension with Electronic Engineering Co., of Ames, Iowa, to provide 800-MHZ trunked radio equipment, pagers, and related equipment and services for City departments from July 1, 2019, through June 30, 2020
34. Resolution approving contract renewal to Excellence Opto, Inc., of Pomona, California, for LED Luminaries Supply Contract for Electric Distribution
35. Resolution approving contract to TEI Construction Services., Inc., of Duncan, South Carolina, for Power Plant Maintenance Services for hourly rates and unit prices bid in an amount not to exceed \$100,000
36. Resolution approving partial completion of public improvements and reducing security for Quarry Estates, 3<sup>rd</sup> Addition
37. Resolution approving Plat of Survey for 1528 X Avenue (Boone County)
38. Resolution accepting completion of 2017/18 Accessibility Enhancement Program (Airport Road Sidewalk)

**PUBLIC FORUM:** This is a time set aside for comments from the public on topics of City business other than those listed on this agenda. Please understand that the Council will not take any action on your comments at this meeting due to requirements of the Open Meetings Law, but may do so at a future meeting. The Mayor and City Council welcome comments from the public; however, at no time is it appropriate to use profane, obscene, or slanderous language. The Mayor may limit each speaker to three minutes.

**ADMINISTRATION:**

39. Staff report regarding community internet improvements:
  - a. Motion directing staff
40. Staff Report on Inclusion Crosswalk at 5<sup>th</sup> Street and Douglas Avenue:
  - a. Motion directing staff

**PUBLIC WORKS:**

41. Flood Mitigation - River Flooding:
  - a. Resolution directing City staff to move ahead with intent to acquire permanent easements for \$156,000 for front property (1016 S. Duff) and \$6,840 for rear property (1008 S. Duff)
42. Resolution approving Amendment No. 3 to Professional Services Agreement with Shive Hattery, Inc., of West Des Moines, Iowa, in an amount not to exceed \$21,300 regarding South Grand Extension project

**CYRIDE:**

43. CyRide Automatic Vehicle Locator (AVL)/Automatic Voice Annunciation (AVA) Passenger Information Award to GMV Syncromatics:

- a. Resolution awarding contract to GMV Syncromatics of Los Angeles, California, in the amount of \$941,730, contingent on Iowa DOT 5310 Contract approval for FY 2020 and subject to concurrence with award from the Iowa DOT Office of Public Transit

**HEARINGS:**

44. Hearing on Zoning Text Amendment (Chapter 29) regarding guest lodging in specified zoning districts (Continued from June 11, 2019):
  - a. Motion to continue hearing to date uncertain and direct staff to republish notice
45. Hearing on Underground Trenching Services for Electric Services:
  - a. Resolution approving final plans and specifications and awarding primary contract to Ames Trenching of Ames, Iowa, in an amount not to exceed \$200,000
  - b. Resolution approving final plans and specifications and awarding secondary contract to Zoske Electrical Services of Iowa Falls, Iowa, in an amount not to exceed \$100,000
46. Hearing on Scaffolding & Related Services and Supply Contract for Electric Services:
  - a. Resolution approving final plans and specifications and awarding contract to HTH Companies Inc., of Union Missouri, in an amount not to exceed \$60,000
47. Hearing on Water Plant Radio Telemetry Upgrades
  - a. Resolution approving final plans and specifications and awarding contract to Jetco, Inc., of Altoona, Iowa, in the amount of \$53,200
48. Hearing on rezoning of 3315 S. Riverside Drive from Agricultural to Research Park Innovation District (RI):
  - a. First passage of ordinance rezoning 3315 S. Riverside Drive from Agricultural to Research Park Innovation District

**ORDINANCES:**

49. Second passage of ordinance vacating right-of-way adjacent to 635 Agg Avenue
50. Ordinance repealing Rental Concentration Cap:
  - a. Third passage and adoption of ORDINANCE NO. 4386 repealing Rental Concentration Cap
  - b. Resolution rescinding Resolution No. 18-316 establishing Rental Cap Neighborhoods
51. Third passage and adoption of ORDINANCE NO. 4387 amending Chapter 22 of the *Ames Municipal Code* regarding deferral of infrastructure improvements

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

**COUNCIL COMMENTS:**

**ADJOURNMENT:**

**Please note that this Agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), *Code of Iowa*.**

## MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 11, 2019

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:02 p.m. on June 11, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, Chris Nelson, and David Martin. As it was impractical for Council Member Betcher to be present in person, she was brought into the meeting telephonically. *Ex officio* Member Devyn Leeson was also in attendance.

**PROCLAMATION FOR “WATERSHED AWARENESS MONTH:”** Mayor Haila proclaimed June 2019 as “Watershed Awareness Month.” Those accepting the Proclamation were Public Works Municipal Engineer Tracy Warner, Stormwater Resource Analyst Elizabeth Calhoun, and Watershed Educator of Prairie Rivers of Iowa Dan Haug.

**PROCLAMATION FOR “NATIONAL HOMEOWNERSHIP MONTH:”** June 2019 was proclaimed as “National Homeownership Month” by Mayor Haila. Housing Coordinator Vanessa Baker-Latimer accepted the Proclamation.

**CONSENT AGENDA:** Council Member Beatty-Hansen requested to pull Item No. 8, renewal of beer permits, wine permits, and liquor licenses, for further discussion. Mayor Haila pulled Item No. 17, Resolution awarding contract to HPI, LLC, of Houston, Texas, for the Power Plant Unit 7 Turbine Generator Overhaul in the amount of \$411,464, for separate discussion.

Moved by Gartin, seconded by Corrieri, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of the Regular Meeting of May 28, 2019
3. Motion approving Report of Contract Change Orders for May 15-31, 2019
4. Motion approving 5-day Class B Beer, Class B Native Wine, Class C Native Wine License with Outdoor Service (June 27- July 1) - The Whimsical Wine Trailer, Reiman Gardens, 1407 S University Boulevard
5. Motion approving 5-day Class C Liquor License (June 28- July 2) - Great Caterers of Iowa, Hansen Ag, 2508 Mortensen Road
6. RESOLUTION NO. 19-272 approving Contracts for Human Services (ASSET) with Lutheran Services in Iowa and HIRTA
7. RESOLUTION NO. 19-273 approving proposed revisions to Purchasing Policies and Procedures
8. RESOLUTION NO. 19-274 approving 2019-2020 Pay Plan
9. RESOLUTION NO. 19-275 approving termination of the Iowa Economic Development Assistance Agreements with Smart-Ag and Xpanxion, LLC
10. RESOLUTION NO. 19-276 approving preliminary plans and specifications for Asbestos Remediation and Related Services and Supply Contract for the Power Plant; setting July 10,

- 2019, as bid due date and July 23, 2019, as date of public hearing
11. RESOLUTION NO. 19-277 approving preliminary plans and specifications for Non-Asbestos Insulation and Related Services and Supplies for the Power Plant setting; July 10, 2019, as bid due date and July 23, 2019, as date of public hearing
  12. RESOLUTION NO. 19-278 approving preliminary plans and specifications for Campustown Public Improvements - Water Service Replacement (Lincoln Way from Hayward Avenue to Welch Avenue) setting; July 3, 2019, as bid due date and July 9, 2019, as date of public hearing
  13. RESOLUTION NO. 19-279 awarding contract to Plibrico Company LLC of Omaha, Nebraska, for the Power Plant Boiler Maintenance Services Contract in an amount not to exceed \$250,000
  14. RESOLUTION NO. 19-281 awarding contract renewal with Baldwin Pole & Piling of Des Moines, Iowa, for the purchase of Electric Utility Poles
  15. RESOLUTION NO. 19-282 approving contract and bond for Power Plant Steam Turbine No. 7 Parts Procurement - Mechanical Dynamics & Analysis LLC
- Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**RENEWAL BEER PERMITS, WINE PERMITS, AND LIQUOR LICENSES:** Council Member Beatty-Hansen requested to pull this Consent item due to a conflict of interest.

Moved by Gartin, seconded by Corrieri, to approve renewal of the following beer permits, wine permits, and liquor licenses:

- a. Class C Liquor License with Sunday Sales - Fuji Japanese Steakhouse, 1614 S Kellogg Ave. # 101
- b. Class C Liquor License with Outdoor Service and Sunday Sales - Old Chicago Pizza and Taproom, 1610 S. Kellogg Ave
- c. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Casey's General Store #2560, 3020 S Duff Ave
- d. Class A Liquor License with Outdoor Service and Sunday Sales - Green Hills Residents' Association, 2200 Hamilton Drive, Suite 100
- e. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go # 214, 111 Duff Ave
- f. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #200, 4510 Mortensen Road
- g. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #216, 203 Welch Ave
- h. Class E Liquor License with Sunday Sales - MMDG Spirits, 126A Welch Avenue - PENDING DRAM SHOP
- i. Special Class C Liquor License with Class B Wine, Outdoor Service and Sunday Sales - Wheatsfield Cooperative, 413 Northwestern - PENDING DRAM SHOP
- j. Class C Liquor License with Catering and Sunday Sales - Texas Roadhouse, 519 South Duff Avenue

- k. Special Class C Liquor License with Sunday Sales - Hickory Park Restaurant Co.,  
1404 South Duff

Vote on Motion: 5-0-1. Voting aye: Betcher, Martin, Gartin, Nelson, Corrieri. Voting nay: None. Abstaining due to Conflict of Interest: Beatty-Hansen. Motion declared carried.

**POWER PLANT UNIT 7 TURBINE GENERATOR OVERHAUL:** Mayor Haila explained that he pulled this item from Consent, as there were a lot of alternates listed, but only the base bid was used for the award. He asked if any of the alternatives would be awarded post-bid. Electric Services Director Don Kom commented that, for this project, they are not sure what is all going to be needed until the Unit is opened up, and that is why they asked the bidders to bid on the alternatives so they have an idea of the cost, if needed.

Moved by Corrieri, seconded by Gartin, approving RESOLUTION NO. 19-280 awarding a contract to HPI, LLC of Houston, Texas, for the Power Plant Unit 7 Turbine Generator Overhaul in the amount of \$411,464.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**PUBLIC FORUM:** Mayor Haila opened Public Forum. No one came forward to speak, so he closed Public Forum.

**AMES ECONOMIC DEVELOPMENT COMMISSION:** President and CEO of the Ames Chamber of Commerce and Ames Economic Development Commission (AEDC) Dan Culhane stated that his Annual Report to the City of Ames is well-documented and he is seeking to renew the Agreement between the Ames Economic Development Commission and the City of Ames.

Mr. Culhane highlighted the following projects that the AEDC has been working on:

- Prairie View Industrial Center - waiting on utilities to be set-up
- John Deere Innovation Center - nearly completed and their groundbreaking is scheduled for July 22, 2019
- Collins Aerospace
- Business Retention & Expansion Award - AEDC won this award in May 2019
- Performance Livestock Analytics - recently expanded into the CPMI building in the ISU Research Park
- Start Up Ames - includes One Million Cups that occurs every Wednesday morning at 7:30 a.m. and rotates between the ISU Campus and Downtown Ames

Mr. Culhane explained that the unemployment rate in Ames for 2019 is at 1.20% which is the lowest in the United States. He noted that CNBC rates the best job markets; and Ames, Iowa, is listed as number one. He mentioned that funding continues to remain strong from the private sector.

Mayor asked if anyone wanted to provide input. No one requested to comment and public input was closed.

Moved by Corrieri, seconded by Beatty-Hansen, to approve RESOLUTION NO. 19-283 approving the Contract with Ames Economic Development Commission for Economic Development Activities from July 1, 2019, through June 30, 2020, in an amount not to exceed \$150,000.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**FY 2018-19 SUSTAINABILITY COORDINATOR ACTIVITIES:** Merry Rankin, Sustainability Coordinator, stated the Council had already received a report on the various contract items. She highlighted a few items from the report.

Beneficial Waste Project. This Project was through funding that was received through the Department of Natural Resources SolidWaste Alternatives Program. The funds allowed them to hire a consultant: SCS Engineers. Mechanical changes that have been done are: air knife additions and exploration of optical scanner and disc spreader additions. Ms. Rankin noted that during the next fiscal year they will look at doing a kick-off study for the RDF system renovation or new construction. She noted that operational changes have been done to the Resource Recovery Plant as well. There is now a reuse opportunity for used bicycles offered as part of the car line drop-off landfill diversion efforts, and citizens may also drop off usable household items for storage and transportation for donated items to the Rummage Rampage. Public Relations Officer Susan Gwiasda stated there will be a \$10.00 to \$25.00 disposal fee.

Food Waste Diversion Pilot. This program is derived from the Beneficial Waste Study. They are going to do a pilot program starting July 1, 2019, that will be a year long. It is a “Pay as you Compost” voluntary, drop-off program for food waste composting available to any Story County resident or business. Participants can use their own collection containers or purchase a four-gallon collection bucket, five compost collection bags, and a punch card for five compost drop-offs for \$20.00. Ms. Rankin stated that the items accepted for composting include produce, meat, dairy and fish, pet food, coffee grounds and tea bags. The locations for drop-off sites include the Ames Resource Recovery Plant (RRP) and City of Ames Yard Waste Disposal Site (400 Freel Drive).

Council Member Gartin asked where will the City take the compost that it receives. Ms. Rankin stated that they have contracted with the vendor GreenRU, and they are taking it to that facility to make it finished compost.

Smart Business Challenge. They are continuing to work on the recruitment of additional businesses as they still have 34 participants. Ms. Rankin commented that they had their second annual Smart Business Challenge Luncheon where they recognized three new platinum businesses: Wild Water Car Wash, Mary Greeley Medical Center, and Morning Bell Coffee Roasters.

Rummage Rampage. The event will be extended by two days for a total of nine days; it will be July 26, 2019, through August 3, 2019. The Re-homing Our Aquariums and Animals Responsibly (ROAR) initiative will be at the Rummage Rampage this year as well.



Ms. Rankin notified the Council that the 2019-20 Actions Items were: Smart Trash, Smart Business Challenge, Rummage Rampage 2019, and Community Greenhouse Gas Inventory.

Ms. Gwiasda stated that they have entered into a contract with ISU since 2010 to buy a portion of Ms. Rankin's time. There is a great partnership between ISU and the City of Ames, and the City recommended continuing the contract.

Council Member Martin asked if the compost bags are biodegradable and would they stand up for several weeks with wet food. Ms. Rankin stated that the bags are biodegradable but does recommend keeping the bags inside something as the food starts to compost.

Mr. Martin noted that the incentives for this program seem backwards as the composting will benefit the Resource Recovery Plant (RRP) and not the citizens. Ms. Gwiasda commented that they had spoken with the Superintendent of the RRP Bill Schmitt, and his response was that the food is neutral; it doesn't hurt and it doesn't help. She explained that this country wastes a lot of food. It would be more appropriate to not landfill the food and instead find a different use.

Council Member Gartin stated that Ms. Rankin had a chance to meet with some representatives from the Climate Action Plan Organization. He wanted to know if the organization gave any recommendations that could be shared with the Council. Ms. Rankin stated that some of the initial recommendations would be creating a new program and to get examples from other communities as to what they are doing.

Moved by Nelson, seconded by Corrieri, to accept the progress report from the Sustainability Coordinator regarding FY 2018-19 activities.

Vote on Motion: 6-0. Motion declared carried unanimously.

Mayor Haila asked for public input. No one came forward to speak.

Moved by Corrieri, seconded by Gartin, to approve RESOLUTION NO. 19-284 approving the Contract with Iowa State University for Sustainability Advisory Services from July 1, 2019, through June 30, 2020, in an amount not to exceed \$25,000.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**MIRACLE LEAGUE FIELD AND INCLUSIVE PLAYGROUND:** Parks and Recreation Director Keith Abraham provided an update and highlighted a few items regarding the Miracle League Field and Inclusive Playground. Mr. Abraham noted that one of the reasons this item is before the Council tonight is because the Ames Foundation would like to start with construction. The City of Ames and the Ames Foundation have an Agreement that states that no construction shall begin prior to all sufficient funds either being in hand or pledged. The Ames Foundation is proposing if they have 90% of the funds, to proceed with construction. Mr. Abraham explained there were a few items that could be done that would reduce the overall project to \$2,148,000 or

\$2,027,400, depending on which items are selected. Mr. Abraham stated that the reductions would not affect the overall quality of the project. He noted that to date there has been \$1.8 million raised.

Council Member Betcher inquired about Attachment B, No. 2: the recommendation to reduce the concrete under the Field and equipment from 5" to 4." The consultant had indicated that 4" meets the minimum depth. Ms. Betcher wanted to know if reducing the depth would compromise the stability of the Field. Mr. Abraham stated that, with the design there are paths and walkways that are through the entire design, and the original design had 5" to be able to accommodate a snow plow. He noted that the consultant felt that with the compacted sub-base, 6" of rock, and 4" of concrete, it would be enough to provide a very solid base and be sufficient for longevity.

Ms. Betcher asked for more information on Item 12, which recommended reducing the allocation for the sensory plaza. She said she was trying to picture what cutting \$50,000 from the plaza would mean. Mr. Abraham stated that even with the cut back they would still have a very nice plaza. Instead of having vertical sensory components, it would be more ground-level sensory components and items embedded into the concrete. He explained that they have not defined what that is all going to entail, but feels that \$30,000 will still provide a good quality sensory project.

Council Member Nelson advised that he will be abstaining from voting due to a potential conflict of interest.

Lynn Carey, 436 Lynn Drive, Nevada, Iowa, stated she is representing the Board of the Ames Foundation. She noted that the Ames Foundation has been working closely with the City of Ames, the project designer, and their contractor. Ms. Carey asked the Council to consider the community members who will benefit from the project. The Ames Foundation is confident that they will be able to complete the funding, as they already have 90% pledged or in hand. She explained that the Ames Foundation is committed to this project and is willing to take on the role of completing the fund-raising. Ms. Carey reported that the Foundation has 12 fund-raising requests that are still outstanding in the amount of \$480,000, and they are also applying for a Community Attraction and Tourism grant for \$200,000. Ms. Carey noted that once they are able to move forward, they will be able to approach sub-contractors to see if they are able to provide in-kind contributions, but they are unable to do that until they sign a Letter of Intent to move forward.

Larry Ebbers, 220-24<sup>th</sup> Street, Ames, stated he is representing the Inis Grove Neighborhood Association. He explained that the City Council and the Parks and Recreation Commission have passed motions that funds will be completely raised before the project can begin. He noted that a concern of the Association is that the project will not be able to get done this year and will continue into next year. Mr. Ebbers commented that he heard that it is anticipated that there will be over 700 loads of dirt moved in the Park; this would be a big disturbance in the area. There are some concerns about the water retention area, but he commented that he is sure this will be taken care of by City staff. He noted that even with the adjustments being proposed, there will still be a shortage of \$201,000. Mr. Ebbers believes that those adjustments will also reduce the aesthetic value of the Park. The Inis Grove Neighborhood Association is also concerned about the removal of the contingency

fund. Mr. Ebbers commented that the tourism grant that the Ames Foundation applied for is just speculation as the outcome of the grant request will not be known until August 2019. He noted that the Inis Grove Neighborhood Association is not against the project, but just the timing and duration of the project; and they recommend that the Council take no action.

Mayor Haila stated that he fully supports this project, but wanted to know what happens if the rest of the funds can't be received and the project is only half-completed. Ms. Carey explained that the Ames Foundation will cover the contingency and will take full responsibility for any additional funds.

Council Member Corrieri mentioned that she has worked on this project as part of the Steering Committee, and there is nothing on the list that will take away from the project. The integrity of the design is just as amazing as it was when it was first presented. Ms. Corrieri stated that, as a representative of MainStream Living that serves individuals with disabilities, the sensory plaza will still provide all the same sensory opportunities.

Further discussion was had regarding the amount of money received so far by the Foundation.

Mayor Haila stated that he didn't review every page of the contract, but believes it should be in writing that The Foundation will cover every penny that is short on the pledges. He recommended having the City Attorney look over the contract and make sure it is written in there. City Attorney Mark Lambert stated that it wouldn't be difficult to come up with that Agreement.

Mayor Haila asked if Mr. Abraham could speak to Mr. Ebbers' concerns about the project taking two years and the amount of dirt that would need to be moved. Mr. Abraham stated that, if construction were to start in July, it should be completed in May of next year depending on temperatures. He noted that cost-saving measures were looked at to not move as much dirt. It was noted that almost all of the work would be done this year except the surfacing, which would be done next year. Mayor Haila asked what the original budget was for landscaping. Mr. Abraham stated he did not bring those figures with him, but thought that the reduction was about 30%.

Moved by Gartin, seconded by Corrieri, to approve RESOLUTION NO. 19-288, approving Option 2, stating that the Council agrees with the cost reductions shown in Attachment B and C for an estimated cost project reduction of \$2,027,400; approve the plans and specifications for the Miracle Field and Inclusive Playground with the modifications shown in Attachment B and C, and allow the Foundation to proceed with construction, subject to an Agreement with the Ames Foundation to provide a guarantee for the performance of the contract, as approved by the City Attorney.

Roll Call Vote: 5-0-1. Voting aye: Betcher, Martin, Gartin, Beatty-Hansen, Corrieri. Voting nay: None. Abstaining due to potential Conflict of Interest: Nelson. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes

**CEMETERY MASTER PLAN:** Moved by Corrieri, seconded by Beatty-Hansen, to adopt

RESOLUTION NO. 19-285 approving the Cemetery Master Plan.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON TEAGARDEN DRAINAGE IMPROVEMENTS:** The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 19-286 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$333,494. Roll Call Vote: 6-0.

Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON NORTH RIVER VALLEY WELL FIELD & PIPELINE PROJECT:** The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Nelson, seconded by Beatty-Hansen, to reject all bids.

Vote on Motion: 6-0. Motion declared carried unanimously.

**HEARING ON VACATING RIGHT-OF-WAY ADJACENT 635 AGG AVENUE, SUBJECT TO RECEIPT OF NEW UTILITY EASEMENT:** The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Corrieri, seconded by Gartin, to pass on first reading an ordinance vacating the right-of-way adjacent to 635 Agg Avenue, subject to receipt of a new Utility Easement.

Vote on Motion: 6-0. Motion declared carried unanimously.

**HEARING ON ZONING TEXT AMENDMENTS (CHAPTER 29) REGARDING GUEST LODGING IN SPECIFIED ZONING DISTRICTS:** Planning and Housing Director Kelly Diekmann stated that this item was brought before the Council in the Spring. The Council had directed staff to remove “Vacation Lodging” from the proposed ordinances so that guest lodging might move forward to a first reading. Mr. Diekmann stated they are recommending approval of three ordinances. There are amendments to the Zoning Ordinance to address these types of uses, there is a new chapter being added to the *Municipal Code*: Chapter 35; and there are some minor coordinating edits to the Rental Code.

The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Mr. Diekmann stated that he wanted to point out that when looking at Alternative 1, there will need to be three separate motions made, and then another motion to establish a registration fee of \$50.00.

Council Member Martin noted that he had concerns with the provision that exempts people who are currently renters from operating Short-Term Rental (STR) from the license requirement. He noted

that the way the ordinance is currently written, a renter who wants to operate an STR, doesn't have to get a license at all. Mr. Martin suggested that the wording be changed to stated that renters can operate a STR, but need to have sign-off from the property owner.

Moved by Martin, seconded by Beatty-Hansen, to replace the overall renter exemption from licensing with a provision to allow renters to get an STR license with sign-off from the property owner.

Director Diekmann stated that when looking at the Code, it looks like what Council Member Martin is referring to is Chapter 35,300, that states "apartment tenants offering home shares or hosted home shares may operate without a license in all districts allowing guest lodging;" that section would need to be taken out from the ordinance. Mr. Martin stated he would agree, but there could be further changes as well.

Council Member Betcher wanted to verify that if she was a renter and wanted to get a license, she would have to work through the landlord, and the landlord would have to apply for the license. Assistant City Attorney Jane Chang stated that was correct.

Further discussion ensued regarding the correct verbiage to have in order for the renter to not be able to have an STR without the landlord's permission.

Mr. Diekmann explained that upon further review of the proposed ordinance, if apartments are going to be brought into this process, there are some definition issues that will need to be changed. He noted that there will not be any structural changes, but a lot of the language will need to be changed to reference that a primary resident may not be the person receiving the license.

Council Member Gartin inquired if that was something that was going to be enforced. He noted that he doesn't believe college kids will take the time to fill out the application and will just do it without permission.

Mr. Diekmann stated that if the motion passed, staff would need to edit the proposed ordinance and bring it back for first reading.

Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Corrieri, seconded Beatty-Hansen, to continue the public hearing on June 25, 2019.  
Roll Call Vote: 6-0. Motion declared carried unanimously.

Director Diekmann wanted to remind the Council that with the delay of these ordinances, they were hoping to do first, second, and third reading before July 1, 2019, as they did have deferred enforcement starting on September 3, 2019, but the Council might want to reconsider changing that date.

**STAFF REPORT ON VACATION LODGING:** Planning and Housing Director Kelly Diekmann stated that staff had drafted an option that included the ability for an absentee property owner to use a house as a hotel without being present. He noted that a lot of cities do not allow that use at all. Mr. Diekmann stated that there are several options for the Council to consider in the staff report. The options are:

1. Allow Vacation Lodging as previously proposed in all zoning districts where guest lodging may occur subject to a Special Use Permit
2. Limit Vacation Lodging based upon Citywide base zoning districts
3. Limit Vacation Lodging by an Overlay
4. Separation Distance
5. Licensing Requirements

Director Diekmann explained that staff was needing direction from the Council in order to prepare a draft ordinance.

Council Member Beatty-Hansen inquired as to what method was the most commonly deployed by other cities. Mr. Diekmann noted that there was not one that was common. Ms. Beatty-Hansen noted that the separation distance options seemed the most simple. She asked if other cities had utilized that option. Mr. Diekmann stated that there had been some cities that had used that option.

Council Member Gartin stated that the staff report showed examples in Texas, but he wanted to know if there were any in Iowa. Mr. Diekmann stated that Des Moines prohibits them while Clear Lake allows them.

Council Member Gartin commented that this issue felt like the rental cap process all over again. He doesn't want to take the time to do all of this and then have the State Legislature change what the City had already done. Mayor Haila mentioned that with the Rental Housing Workshop meeting next week, he would recommend for the Council to receive tonight's report and wait until after the workshop to do anything.

Mr. Gartin inquired that, if nothing was done with Vacation Rentals, what would prevent someone from getting a Letter of Compliance (LOC), and instead of doing a year-long lease, the property owner just did a month-to-month lease. Mr. Diekmann stated that the Rental Code states that the property owner still needs to be compliant with the Code, and then the property owner would still need to follow the Zoning Code. He explained that, with the new ordinances that were proposed earlier tonight, staff is defining the duration of living in a home as 31 days or fewer is not living in a home and would be considered lodging, which is what the state uses as a definition as well.

Further discussion was had about whether to table this item or proceed with a motion.

Mayor Haila stated that since no motion was made, they will move one to the next item.

**321 STATE AVENUE:** Planning and Housing Director Diekmann stated that the goal of the update

on the 321 State Avenue project was to give the Council an understanding of what financial issues will arise once they move forward with the property. Director Diekmann noted that the construction of Tripp Street had been completed. Staff is now looking at how to move forward with both completing additional infrastructure in the area and how to have an affordable home built. He explained that Housing Coordinator Vanessa Baker-Latimer was able to lay out in the staff report the CDBG Funds and HOME funds along with some cost-estimating. Mr. Diekmann explained that they will need the CDBG funds to be used for infrastructure and HOME funds to help assist with the placement and construction of housing. The proposal is moving ahead as a City project, as described in the staff report; then the City would take on the initial responsibility for the first few homes and then make lots available for others to purchase.

Director Diekmann noted that nothing needed to be approved tonight, but staff would like endorsement from the Council to proceed.

Council Member Amber Corrieri asked if the Council agreed with the staffs report as to what the next steps should be;. Mr. Diekmann stated that they would need to move forward with the design phase and would have to hire a designer, which would be done some time in the summer.

Council Member Nelson inquired as to how the Council will know they are moving in the right direction with this area. Ms. Baker-Latimer stated that they have already been accepting preliminary applications from people who would be interested in buying a home and then from there they would work with lenders to help to determine what the potential home owners could afford.

Council Member Betcher stated there is a building company in Austin, Texas, called ICON, that have developed 3D printers that build concrete homes up to 2,000 square feet in size, and asked if this is something the City should be looking into. Ms. Baker-Latimer stated that the City will be going through the Request for Proposals (RFP) process and can reach out to that company at that time as well. Ms. Betcher stated that it would be to purchase a 3D printer. Mr. Diekmann stated they would not be able to explore that option for the first few homes.

Mr. Gartin wanted to know how the homes were going to be marketed to the public. Ms. Baker-Latimer stated even though they have already started taking application,s they will still advertise and they will have the new home owners go through an educational course.

Mr. Gartin stated they had previously talked about having restricted covenants, and he wanted to know if that was still the plan. Ms. Baker-Latimer stated that the HOME program funds require that the City set up a re-sale or re-capture provision; that is in their five-year plan that will be coming to the Council at the Workshop on June 18, 2019. Mr. Diekmann mentioned that HOME funds do have a provision that if the home is not sold within a defined period, it can't stay vacant; the home may need to be rented out to satisfy that requirement.

Further discussion was had about what the Council would like for staff to bring back.

Moved by Corrieri, seconded by Nelson, to move forward with the administrative steps that were listed in the staff report.

Vote on Motion: 6-0. Motion declared carried unanimously.

**ORDINANCE AMENDING CHAPTER 22 OF THE AMES MUNICIPAL CODE REGARDING DEFERRAL OF INFRASTRUCTURE IMPROVEMENTS:** Public input was opened by Mayor Haila and then closed after no one came forward to speak.

Moved by Corrieri, seconded by Nelson, to approve the first passage of an Ordinance amending Chapter 22 of the *Ames Municipal Code* regarding deferral of infrastructure improvements.

Roll Call Vote: 6-0. Motion declared carried unanimously.

**ORDINANCE REPEALING RENTAL CONCENTRATION CAP:** Moved by Corrieri, seconded by Nelson, to pass on second reading the Ordinance repealing the Rental Concentration Cap.

Roll Call Vote: 6-0. Motion declared carried unanimously.

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:** Moved by Nelson, seconded by Corrieri, to place on a future agenda the e-mail from Chuck Winkleblack regarding the property located at 1016 South Duff Avenue.

Vote on Motion: 6-0. Motion declared carried unanimously.

**COUNCIL COMMENTS:** Mayor Haila stated he sent an e-mail to the Council late in the afternoon today from Dr. Stewart from Iowa State University regarding crosswalk painting.

Moved by Beatty-Hansen, seconded by Corrieri, to put Dr. Stewart's e-mail request regarding crosswalk painting on a future agenda.

Vote on Motion: 6-0. Motion declared carried unanimously.

**ADJOURNMENT:** Moved by Nelson to adjourn the meeting at 8:28 p.m.

---

Amy L. Colwell, Deputy City Clerk

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John A. Haila, Mayor



**Item #3**

Council appointee salaries

Amber Corrieri

to:

Gloria J Betcher, David Martin, Bronwyn Beatty-Hansen, Tim Gartin, Chris Nelson, John Haila, Devyn Leeson, Diane R Voss

06/21/2019 03:13 PM

Hide Details

From: Amber Corrieri/COA Sort List...

To: Gloria J Betcher/COA@COA, David Martin/COA@COA, Bronwyn Beatty-Hansen/COA@COA, Tim Gartin/COA@COA, Chris Nelson/COA@COA, John Haila/COA@COA, Devyn Leeson/COA@COA, Diane R Voss/COA@COA

1 Attachment



Council Appointee Compensation 19\_20 Worksheet(1).xls

Tim Gartin and I were appointed as the team to lead the evaluation of the City Manager and City Attorney for the first half of the fiscal year and Bronwyn and I served the remainder of the year. Based on quarterly meetings with Steve and Mark and after reviewing it with both of them, we are recommending that the City Manager and City Attorney each receive a 3% increase in their salaries beginning July 1, 2019. This recommendation will increase Steve's salary to \$220,032 and Mark's to \$137,917."

This will be on next week's agenda for approval. I have included the worksheet provided by staff.

Thanks.  
Amber

Sent from IBM Verse



**Garrett S Piklapp**

**First Name:** Garrett S

**Last Name:** Piklapp

**City:** Huxley

**State:** Iowa

**Zip:** 50124

**Position:** Secretary

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Merchants Bonding Company</u>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

<b>Name of Applicant:</b> <u>Thirsty Pigs LLC</u>		
<b>Name of Business (DBA):</b> <u>Thirsty Pigs LLC</u>		
<b>Address of Premises:</b> <u>3600 University Blvd</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b>	<u>(515) 203-0773</u>	
<b>Mailing</b>	<u>PO Box 1553</u>	
<b>City</b> <u>Ames</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50014</u>

**Contact Person**

<b>Name</b> <u>Jay Kennedy</u>
<b>Phone:</b> <u>(515) 203-0773</u> <b>Email</b> <u>info@thirstypigs.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**5 days

**Effective Date:** 06/28/2019

**Expiration Date:** 01/01/1900

**Privileges:**

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u> <b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Jay Kennedy**

**First Name:** Jay      **Last Name:** Kennedy  
**City:** Madrid      **State:** Iowa      **Zip:** 50156  
**Position:** owner  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Union Insurance Company</u>	
<b>Policy Effective Date:</b> <u>06/28/2019</u>	<b>Policy Expiration</b> <u>07/02/2019</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective Date</b>	<b>Temp Transfer Expiration Date:</b>





# MEMO

Item #6

**To:** Mayor John Haila and Ames City Council Members  
**From:** Lieutenant Tom Shelton, Ames Police Department  
**Date:** May 26, 2019  
**Subject:** Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for June 25, 2019 includes beer permits and liquor license renewals for:

- Special Class C Liquor License with Outdoor Service and Sunday Sales - Botanero Latino, 604 East Lincolnway
- Class C Liquor License with Catering and Sunday Sales - Jethro's BBQ, 1301 Buckeye Avenue

A review of police records for the past 12 months found no liquor law violations for the above listed establishments.

The Ames Police Department recommends renewal of licenses for all the above businesses.

ATTACHMENT A

INSERT COPY OF FIREWORKS APPLICATION AND ATTACHMENTS

**City of Ames / Iowa State University  
Fireworks Permit Application**

**City of Ames  
Fireworks Show  
Wednesday July 3<sup>rd</sup>, 2019**

Prepared By:

Kelm Brueschke  
J & M Displays, Inc.  
4104 83<sup>rd</sup> Street  
Urbandale, IA 50322

Cell Phone: 515.321.2761  
Fax Number: 515.276.6828  
Email: [kelmbrueschke@gmail.com](mailto:kelmbrueschke@gmail.com)

Fireworks, Pyrotechnics or Flame Effects Application  
Iowa State University of Science and Technology

Applicant Information

Name of Event: City of Ames Independence Day Celebration Fireworks  
Name of Organization Sponsoring Event: Ames Young Professionals Ames convention & Visitors Bureau  
Address of Organization: 304 Main Street, Ames, IA 50010 1401 Golden Aspen Dr, #110, Ames, IA 50010  
Name of Applicant: Sarah Buss Crystal D. DAVIS  
Phone: 515.232.2310 4032 Fax: \_\_\_\_\_ E-Mail: Sarah@ameschamber.com crystal.d@amescvb.com

Event Information

Event Location: Parking Lot G7 East of Jack Trice Stadium - See Aerial View attached Estimated attendance: 10,000  
Event Date: 7/3/2017 2019 Time: 10:00 a.m.  p.m. Alternate Date (rain date) for event: 7/5/2017 2019  
Organization's on-site manager or contact for day of Display:  
Phone: 515.232.2310 4032 Fax: \_\_\_\_\_ E-Mail: Sarah@ameschamber.com crystal.d@amescvb.com

Firework Display Information: Attach a copy of the Display Operator credentials and applicable U.S. DOT requirement information for transportation with this application

Display Operator (company name): J & M Displays - Kelm Brueschke, Sales Rep  
Address: 18064 170th Avenue  
City: Yarmouth State: IA Zip Code: 52660  
Work-week Phone: 515.321.2761 Fax: \_\_\_\_\_ E-Mail: kelmbrueschke@gmail.com  
Operator Name for day of Display: Tony Mosher Cell Phone: 515.210.7942  
Other Contact for day of Display: Kelm Brueschke Cell Phone: 515.321.2761

NOTE: Electronic firing ONLY

Type of Fireworks: 3", 4", 5" Shells & Finale Strings - See attached Attach Display Program  
Length of Display: 15 to 20 Minutes  
Fireworks Supplier: J & M Displays  
Exact Location of Display: Parking Lot G7 East of Jack Trice Stadium Attach Diagram of Display/Shoot Location

Insurance Requirements: Insurance coverage and certificate requirements are on the back of this form.  
Student Organizations Only: Submit an Event Authorization and Notification Form with other event documents (including this application) at least 6 weeks prior to the event.

The display operator, EH&S and ISU Police will monitor weather conditions prior to and during the display event. EH&S, ISU Police or the Ames Fire Department have the authority to cancel or postpone any display if they determine there is not strict adherence to the approved application; or there is lightning, wind gusts or inclement weather that will cause risks to the crowd or surrounding property.

6-10-19  
Date  
6/1/2017  
Date  
APPROVAL SIGNATURES:  
6/10/19  
Date  
6/11/19  
Date  
21 June 2019  
Date  
Date

Crystal D. Davis  
Sponsoring Organization Representative Signature  
*I have read and agree to the responsibilities stated in the ISU Fireworks, Pyrotechnics and Flame Effects Procedures and also agree that I will meet all insurance requirements listed on this application and that this insurance will be primary.*  
Kelm P Brueschke  
Display Operator Representative Signature  
[Signature]  
Environmental Health and Safety  
[Signature]  
ISU Police  
[Signature]  
City of Ames Fire Inspector  
[Signature]  
Office of Risk Management



City of Ames Fireworks Permit Application



PERMIT TO DISPLAY FIREWORKS APPLICATION

Name of Event **City of Ames Fireworks Display**

Date & Time of Event **7/3/2019 10:00 p.m.** Rain Date & Time **7/5/2019 10:00 p.m.**

Applicant Name **Crystal Davis** Phone **515.232.4032**

Email **crystald@amescvb.com**

Organization Name **Ames Convention & Visitors Bureau**

Address **1601 Golden Aspen Drive # 110**

City **Ames** State **IA** Zip Code **50010**

Contact for Day of Display **Crystal Davis** Phone **515.**

Exact location of shoot/display **Parking Lot G7 East of JackTrice Stadium**

Attach diagram of display location

Size of shells and/or type of display **3", 4" & 5" Shells**

Attach effects list or schedule

Name of Display Operator/Responsible Shooter **Tony Mosher**  
(This person is to be present on the day of the event.)

Attach a resume showing pyrotechnic certification/qualifications

Phone number for Display Operator/Responsible Shooter **515-210-7942**

Name of Insurance Company **Britton Gallagher agent for Everest Natl**  
See below for detailed information about insurance requirements.

Display sites are subject to examination by the City Fire Inspector or his/her designee. The Ames Fire Department has authority to cancel/postpone any display if it is determined that there are safety concerns.

Applicant Signature *Crystal D. Davis* Date **6-10-19**

Display Operator Signature *Kelvin P. Bremer* Date **6/1/2019**

City of Ames Insurance Requirements:

- Comprehensive General Liability limits in the amount of \$1,000,000 combined single limit and Excess Liability limits in the amount of \$5,000,000. Coverage shall be at least as broad as the ISO Form Number CG0001 covering commercial general liability written on an occurrence basis only.
- Applicant and/or Sponsor must be named as certificate holder(s).
- The City of Ames, its officers and employees must be named as additional insured.
- A copy of the current insurance certificate must be filed with the City Clerk.

**NOTE: This application not to be used for displays originating on Iowa State University property.**

Submit your completed permit application to: [rknutson@city.ames.ia.us](mailto:rknutson@city.ames.ia.us)  
City of Ames  
City Clerk's Office  
PO Box 811  
Ames, IA 50010

For displays on property owned by Iowa State University, an alternate application must be submitted to ISU Risk Management at least six (6) weeks prior to the event. Please refer to forms and information found at: <http://www.riskmanagement.iastate.edu/events/fireworks> or contact the ISU Office of Risk Management at 515-294-7711.

For Office Use Only

Documents Received

Date: \_\_\_\_\_

Completed Application

Sketch

ISU Property

Fee

Fee \$25.00

Date Fee Paid \_\_\_\_\_

Insurance

Received \_\_\_\_\_

Approved \_\_\_\_\_

Follow Up

Application approved

Fire Inspector approved

Permits database updated

Permit Letter prepared

Letter copied and mailed

City Council Meeting

Added to Agenda \_\_\_\_\_

City Council Approved \_\_\_\_\_

Permit Number \_\_\_\_\_

Special Conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application Denial Reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DISPLAY OPERATOR INFORMATION:**

The fireworks display company must carry fireworks display liability insurance with a company acceptable to Iowa State University. In accordance with the policies and procedures of Iowa State University, all event sponsors and participants must be adequately insured. An original Certificate of Insurance must be submitted with the Fireworks Application at least six (6) weeks prior to the event. Please share the following insurance requirements with your insurance agent to facilitate issuance of the certificate of insurance:

**1. The company must be at least A Class VII rated by A. M. Best Company.**

The insurance companies providing coverage must be of an acceptable financial rating as determined by Iowa State University Office of Risk Management.

Exceptions are possible; however, ISU retains the right to require the A rating. Unrated companies are not accepted.

**2. State of Iowa; Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds.**

All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage.

Additional insured status shall be on a primary and non-contributory basis.

**3. We require occurrence coverage.**

The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.

**4. The certificate must be complete.**

Certificates without limits, insurance company, or coverage indicated are not acceptable.

**5. Limit Requirements:****• General Liability**

The policy must provide the following coverage and limits as a minimum: \$1,000,000 combined single limit per occurrence for bodily injury including death, personal injury and property damage.

**• Automobile Liability**

The policy must provide the following limit for Automobile Liability: \$1,000,000 combined single limit each accident.

**• Worker's Compensation and Employer's Liability**

The policy must provide for the Statutory Limits of \$100,000/\$500,000/\$100,000. Also required under Worker's Compensation is a Waiver of Subrogation in favor of Iowa State University/State Board of Regents.

**• Excess Liability**

The policy must provide \$5,000,000 for Excess Liability coverage.

**6. The policy shall provide for thirty (30) days' written notice to Iowa State University in the event of any modification, cancellation, or termination.****7. Insurance policy term must be for the duration/term of contract or specific to the event date(s).****Certificate of Insurance**

Mall or fax the certificate to:

Office of Risk Management, Iowa State University  
3618 Administrative Services Bldg., Ames, Iowa 50011  
Fax #: (515) 294-3105

For questions or concerns contact: Deb Keys, Insurance Coordinator, at (515) 294-7711

**Application Submittal**

The application must include the following attachments:

- Certificate of Insurance for the Display Operator with appropriate limits and named insureds
- Copy of the Display Operator's license
- Diagram of the display location from the Display Operator
- Effects list/schedule from the Display Operator (must indicate electronic firing will be used for ignition)
- \$100.00 application processing fee (check made payable to Iowa State University)

Mall the completed application with attachments at least six (6) weeks prior to the event to:

Office of Risk Management, Iowa State University, 3618 Administrative Services Building, Ames, Iowa 50011

For questions, please contact the Office of Risk Management

Phone: (515) 294-7711 Fax: (515) 294-3105

**Show Details:**

**Event Name:** City of Ames Independence Day Celebration Fireworks

**Organization:** Ames Convention & Visitors Bureau

**Contact:** Sarah Buss *Crystal D. Davis*

**Address:** 1601 Golden Aspen Drive # 110  
Ames, IA 50010

**Phone:** 515.232.4032      **Fax:**

**Email:** *crystal d*  
crystakd@amescvb.com      *cdc*

**Venue:** ISU - Parking Lot G7 East of Jack Trice Stadium

**Responding Fire Department:** Ames Fire Department - Ames, IA

**Show Date:** Wednesday July 3<sup>rd</sup>, ~~2018~~ *2019*      *cdc*

**Shoot Time:** 10:00 p.m.

**Duration of Show:** 15 to 20 minutes

**Lead Display Operator:**

Tony Mosher – Credentials

- PGI Certified Shooter
- Cell Phone: 515.210.7942

**Back-up Display Operator:**

Lec Munson – Credentials

- PGI Certified Shooter
- Cell Phone: 641.990.6760

**Back-up Display Operator:**


Kelm Brueschke – Credentials

- PGI Certified Shooter
- Minnesota Fireworks License & Indoor Close Proximity License
- Missouri Fireworks License & Indoor Close Proximity License
- Cell Phone: 515.321.2761

**Pyrotechnic Products Proposed:**

Quantity	Type/Class	Description
200	Class B (1.3g)	3" Shells
220	Class B (1.3g)	4" Shells
125	Class B (1.3g)	5" Shells
17	Class B (1.3g)	3" 10 Shot Finale Strings
9	Class B (1.3g)	4" 8 Shot Finale Strings

Insurance Certificate: \$10,000,000.00 coverage. Certificate attached.

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/29/2019														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (Acc. No.): 216-658-7100 FAX (Acc. No.): 216-658-7101 E-MAIL: ADDRESS:															
<b>INSURED</b> J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B: Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER C: Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER D: Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Co.	10851	INSURER B: Maxum Indemnity Company	26743	INSURER C: Axis Surplus Insurance Company	26620	INSURER D: Everest Denali Insurance Company	16044	INSURER E:		INSURER F:	
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INSURER F:																

COVERAGES CERTIFICATE NUMBER: 1296117503 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		SIBML00050-191	1/15/2019	1/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> H-RENTED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SIBCA00033-191	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (E & OCCUR) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXCE028118-04	1/15/2019	1/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU- TORY LIMITS   OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability		P-001-000063943-01	1/15/2019	1/15/2020	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 FIREWORKS DISPLAY DATE: July 3, 2019  
 RAIN DATE: July 5, 2019  
 LOCATION OF EVENT: Iowa State University, Lot G7, East of Jack Trice Stadium  
 ADDL INSURED: The City of Ames, Iowa, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, See Attached...

<b>CERTIFICATE HOLDER</b> Ames Convention & Visitors Bureau ATTN: Crystal Davis 1601 Golden Aspen Drive #19 Ames IA 50010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

event sponsors & landowners as their interest may appear in relation to this event; Ames Convention & Visitors Bureau (sponsor); State of Iowa (property owner); Iowa State University (sponsor/event organizer); Board of Regents, State of Iowa (property owner/management)

Waiver of subrogation in favor of Iowa State University/State Board of Regents.

Insurance Certificate: Workman's Compensation Insurance Certificate.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (AC, Ho, Ext): 216-658-7100 FAX (AC, Not): 216-658-7101 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER A: Everest Indemnity Insurance Co. NAIC # 10851	
	INSURER B: Maxum Indemnity Company 26743	
	INSURER C: Axis Surplus Insurance Company 26620	
	INSURER D: Everest Denali Insurance Company 16044	
	INSURER E: Technology Insurance Company	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 749027584 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SI8ML00060-191	1/15/2019	1/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00033-191	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6028118-04	1/15/2019	1/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TARIA1023074-00 (MASTER)	3/15/2019	3/15/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability		P-001-000063943-01	1/15/2019	1/15/2020	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

<b>CERTIFICATE HOLDER</b> J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Insurance Certificate: Additional Insured Endorsement for City of Ames & ISU.**

POLICY NUMBER: SI8ML00060-191

COMMERCIAL GENERAL LIABILITY  
ECG 20 592 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

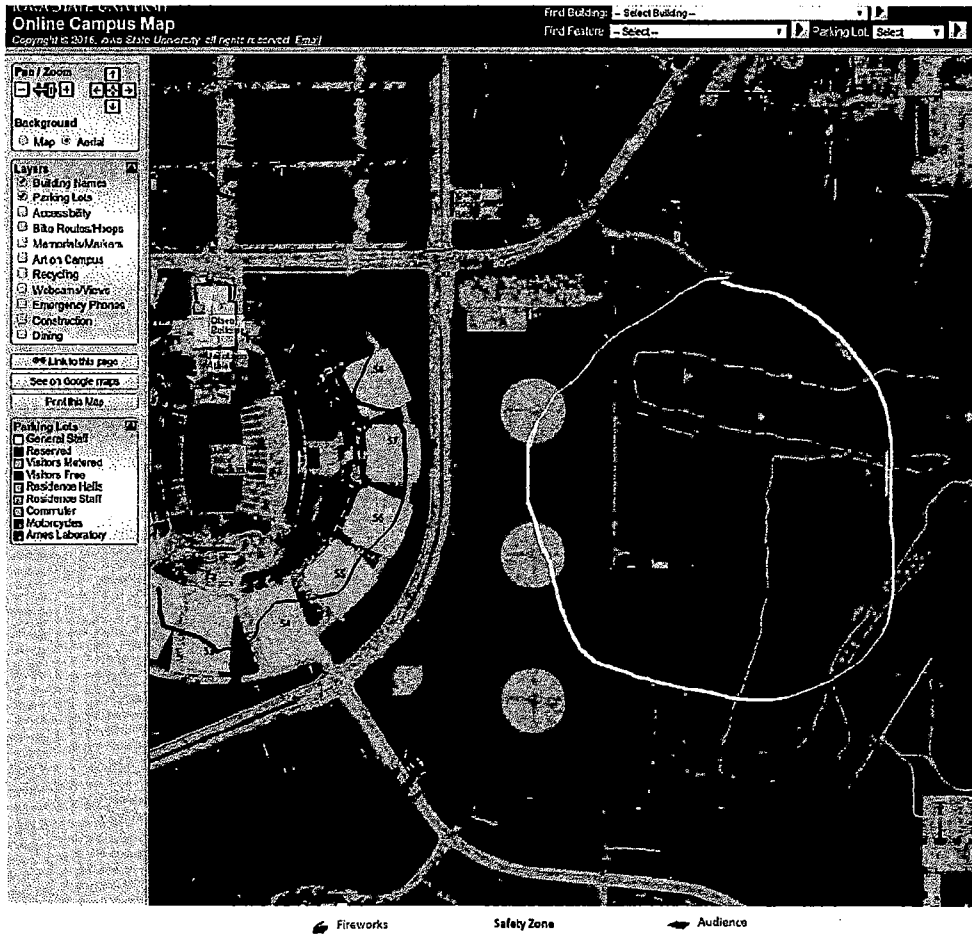
**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s)</b></p> <p>ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.</p> <p>The City of Ames, Iowa, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions &amp; affiliates, event sponsors &amp; landowners as their interest may appear in relation to this event; Ames Convention &amp; Visitors Bureau (sponsor); State of Iowa (property owner); Iowa State University (sponsor/event organizer); Board of Regents, State of Iowa (property owner/management)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
  - 1. The Limits of Insurance required by the written agreement between the parties; or
  - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

Shoot Site: Aerial Photo/Diagram





# Pyrotechnic Resume

Kelm Brueschke  
4104 83<sup>rd</sup> Street  
Urbandale, IA 50322

Cell: 515.321.2761 / Fax: 515.276.6828  
Email: kelmbrueschke@gmail.com

## Experience Summary:

My career in the fireworks/pyrotechnics industry began in the summer of 1991. Since then, I've been involved with over 800 indoor or close proximity and over 800 outdoor display firework shows. I have served as the lead Pyrotechnician on more than 98% of these events and was also responsible for designing and choreographing the shows. I've worked with several fireworks organizations over the years to gain valuable knowledge and experience about the industry, setup and firing techniques, rules and regulations and most important of all the safety for the shoot team and spectators. In June of 1998, I started my own company called Prism Fireworks and Pyrotechnics and continued with the business until 2002. I'm currently designing, selling and shooting outdoor display shows for J & M Displays of Yarmouth, IA and indoor/close proximity shows for Hi-Tech FX. Both companies are located in Yarmouth, IA.

## Partial List of Indoor & Close Proximity Shows:

- Hy-Vee Let's Move with Michelle Obama Wells Fargo Arena – Des Moines, IA (2012) (Indoor Effects)
- Hy-Vee Triathlon – West Des Moines & Des Moines, IA (2008-2012) (Close Proximity Effects)
- Jordan Creek Town Center – Grand Opening Celebration (2004) (Close Proximity Effects)
- Jordan Creek Town Center – July 4<sup>th</sup> Celebration (2005 – 2012) (Close Proximity Effects)
- Jordan Creek Town Center – Christmas Kickoff (2004 – 2012) (Close Proximity Effects)
- Barnum Halloween Party (2001, 2002, 2003, 2004, 2006, 2009, 2010, 2011, 2012) (Close Proximity Effects)
- Prairie Meadows Race Track And Casino – Altoona, IA (2003 – 2012) (Close Proximity Effects)
- Special Olympics Opening Ceremonies– Hilton Coliseum Ames, IA (2004, 2005, 2006, 2007, 2008) (Indoor Effects)
- Iowa State Girls High School Basketball Tournament - Des Moines, IA (2004) (Indoor Effects)
- Iowa Cubs Triple A Baseball Club (1993 - 2001) (Outdoor Close Proximity Effects)
- Iowa Barnstormers Arena Football Team (1993 – 2001 & 2008 – 2012) (Indoor Effects)
- Des Moines Menace Soccer Team – Des Moines, IA (2000) (Outdoor Close Proximity)
- Vice President Gore – Election Campaign 2000 – Des Moines, IA, Kansas City, MO, Pittsburgh, PA, St. Louis, MO, Las Cruces, NM, Westwood, CA, Dearborn, MI, Ames, IA (2000) (Indoor/Stage Effects & Close Proximity Effects)
- Vice President Gore - Iowa Caucus Rally – Des Moines, IA (2000) (Indoor Effects)
- Iowa State University Men's & Women's Basketball – Big 12 Championships (2000) (Indoor Effects)
- Iowa State University Homecoming – Ames, IA – (1997 – 2012) (Close Proximity Effects)
- Sioux City Musketeers - Hockey Game - Sioux City, IA (1999) (Indoor Effects)
- Gateway Computer - Holiday Party - Sioux City, IA (2000) (Indoor Effects)
- University of Nebraska at Omaha - Hockey Game - Omaha, NE (2000) (Indoor Effects)

## Partial List of Outdoor Shows as Lead Operator:

- Fairmont Minnesota – July 4<sup>th</sup> Celebration (2005-2011)
- Jordan Creek Town Center – Grand Opening/July 4<sup>th</sup> Celebration (2004 - 2011) (Outdoor Displays)
- Prairie Meadows Race Track & Casino - Altoona, IA (2003 - 2011)
- Newton 4<sup>th</sup> of July Celebration - Newton, IA (2003, 2004, 2005)
- Marshalltown 4<sup>th</sup> of July Celebration - Marshalltown, IA (2003 - 2008)
- Iowa Cubs Triple A Baseball Club - Des Moines, IA (1993 - 2001) (Outdoor Displays)
- Des Moines Symphony - 4<sup>th</sup> of July Celebration (1995 – 1998, 2000)
- Des Moines Art Festival – Des Moines, IA (2003)
- Gray's Lake Celebration – Des Moines, IA (2003)
- Iowa State University - Alumni Foundation Order of the Knoll - Ames, IA (1996 - 1999) (Outdoor Effects)
- Fort Dodge, 4<sup>th</sup> of July Celebration (1993 - 2000)
- Sioux City Downtown Partnership - New Year's Eve - Sioux City, IA (1999)
- Pioneer Hi-Bred Int'l - Christmas Party - Des Moines, IA (1999)
- Vice President Gore – Election Campaign 2000 – Des Moines, IA, Kansas City, MO, Pittsburgh, PA, St. Louis, MO, Las Cruces, NM, Westwood, CA, Dearborn, MI, Ames, IA (2000) (Outdoor Displays)

## **Kelm Brueschke**

### **Pyrotechnic Resume (continued)**

#### **Professional Certifications, Licenses And Memberships:**

Member of the Pyrotechnics Guild International (PGI) – Since 1997 – present  
Certified Pyrotechnician by the Pyrotechnics Guild International (PGI) – August 1999 – present  
Certified Pyrotechnician Trainer by the Pyrotechnics Guild International (PGI) – March 2008 – present  
Missouri Fireworks Display Operator - April 2005 – present  
Missouri Indoor/Proximity Pyrotechnic Operator - April 2005 – present  
Minnesota Fireworks Display Operator – April 2005 – present  
Minnesota Indoor/Proximity Pyrotechnic Operator – April 2005 – present

#### **Other Items of Note Regarding Fireworks & Pyrotechnics:**

- Attended Pyrotechnics Guild International Convention (1997, 1999, 2000, 2001, 2005)
- Obtained and held the following ATF Licenses While Owning Prism Fireworks & Pyrotechnics:
  - Type 19 Manufacturer of Theatrical Flash Powder
  - Type 50 Manufacturer of Fireworks (Consumer, Display and Components)
  - Type 51 Importer of Fireworks (Display)
- Attended several fireworks safety classes/courses at PGI conventions
- Attended J & M Displays Fireworks Shooter Safety course several times
- Designed and Taught Fireworks Shooter Safety course as owner of Prism Fireworks & Pyrotechnics, Inc.
- Currently hold Iowa Commercial Driver's License with HAZMAT endorsement

#### **Professional References:**

##### **Jim Oetken**

J & M Displays, Inc., Chief Executive Officer  
18064 170<sup>th</sup> Avenue, Yarmouth, IA 52660  
Phone: 800-648-3890

##### **Brian Panther**

Hi-Tech FX, President  
1135 Avenue I, Fort Madison, IA 52627  
Phone: 319-470-1689

##### **Mark Johnson**

Hi-Tech FX, Vice President, J & M Displays, Vice President  
405 South Northfield, Mediapolis, IA 52637  
Phone: 319-759-1894

##### **Tom Patava**

Des Moines Fire Department, Fire Department  
901 Mulberry Street, Des Moines, IA 50309  
Phone: 515-283-4242

##### **Mike Whitsell**

West Des Moines Fire Department, Fire Marshal  
3421 Ashworth Road  
West Des Moines, IA 50265  
Phone: 515-222-3428

# Pyrotechnic Resume

Tony Mosher  
506 East Plainsman Road  
Prairie City, IA 50228

Cell: 515.210.7942  
Email: Spheac@gmail.com

## Experience Summary:

I've been shooting fireworks show for over 15 years. All of my work and training has been with J & M Displays of Yarmouth, IA.

## Partial List of Outdoor Shows as Lead Operator:

- City of Ames 4<sup>th</sup> of July Celebration, Ames, IA – 7 years
- Jordan Creek Town Center, West Des Moines, IA – 2 shows each year for 10 years
- Barnum Halloween Party, Urbandale, IA – 7 years
- Prairie Meadows Race Track And Casino – Altoona, IA 3 years
- Iowa Cubs Triple A Baseball Club, Des Moines, IA – Multiple Shows for 3 years
- Iowa State University Homecoming – Ames, IA – 3 years
- Newton 4<sup>th</sup> of July Celebration - Newton, IA – 2 years

## Professional Certifications, Licenses And Memberships:

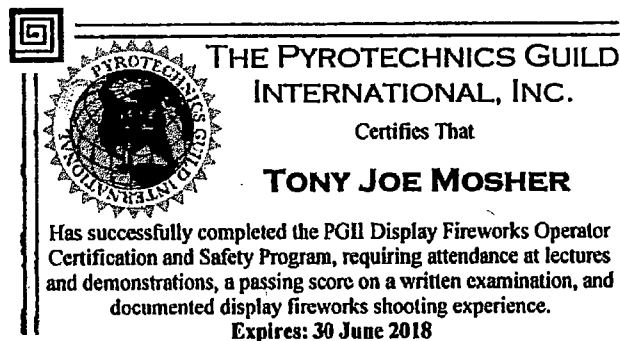
Certified Pyrotechnician by the Pyrotechnics Guild International (PGI) – August 1999 – present

## Professional References:

### Jim Oetken

J & M Displays, Inc., Chief Executive Officer  
18064 170<sup>th</sup> Avenue, Yarmouth, IA 52660  
Phone: 800-648-3890

Tony Mosher – PGI Certified Shooter Card  
Expires 30 June 2018



Kelm Brueschke – PGI Certified Shooter Card  
Expires 31 May 2020



THE PYROTECHNICS GUILD  
INTERNATIONAL, INC.

Certifies That

**KELM BRUESCHKE**

Has successfully completed the PGII Display Fireworks Operator  
Certification and Safety Program, requiring attendance at lectures  
and demonstrations, a passing score on a written examination, and  
documented display fireworks shooting experience.

Expires: 31 May 2020

Pyrotechnics Guild International, Inc.

**KELM BRUESCHKE**



has successfully completed a Display Fireworks  
Shooters Safety Certification Program. This  
program requires attendance at lectures and  
demonstrations, a passing score on a written  
examination and documented shooting  
experience.

9/17/99

Date

*Ed Vanasek*

Ed Vanasek, PGI Sec-Treasurer

Performance by the holder of this certificate is beyond  
the control of the PGI and PGI organization makes no  
warranty as to the holder's future performance.

Kelm Brueschke – ATF Letter of Clearance – June 11<sup>th</sup>, 2013



U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
Federal Explosives Licensing Center  
244 Needy Road  
Martinsburg, West Virginia 25405

901090: CRR/FLS  
5-400  
File Number: 51A00054

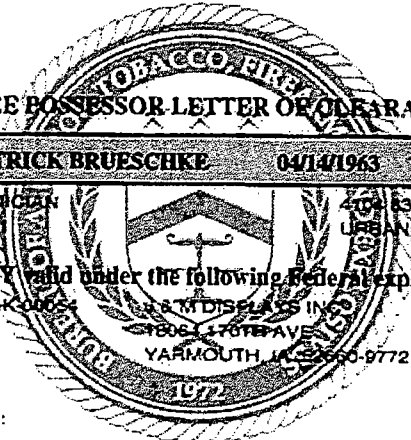
06/11/2013

SUBJECT: EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:

**KELM PATRICK BRUESCHKE 04/14/1963**

PYROTECHNICIAN (515)321-2761 400 BARD STREET URBANDALE, IA 50322

and is ONLY valid under the following Federal explosives license/permit:  
6-IA-057-50-5K-00024



Dear KELM BRUESCHKE:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. This clearance is only valid under the license or permit referenced above.

Sincerely,

*Christopher R. Reeves*  
Christopher R. Reeves  
Chief, Federal Explosives Licensing Center (FELC)

**FELC Customer Service.** If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

**Mail:** ATF  
Chief, FELC  
Attn.: LOC Correction  
244 Needy Road  
Martinsburg, West Virginia 25405

**Fax:** 1-304-616-4401  
Chief, FELC  
Attn.: LOC Correction

**Call toll-free:** 1-877-283-3352

**WWW.ATF.GOV**

KELM PATRICK BRUESCHKE

Employee Possessor Letter of Clearance for:

**J & M Displays  
ATF License  
Expires October 1<sup>st</sup>, 2018**

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

**Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)**

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number <b>5-IA-057-50-8K-00054</b>
---	--

Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i>	Expiration Date <b>October 1, 2018</b>
--	---

Name  
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)  
**18064 170TH AVE  
YARMOUTH, IA 52660-9772**

Type of License or Permit  
**50-MANUFACTURER OF EXPLOSIVES**

**Purchasing Certification Statement**  
The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under Type of License or Permit.

**Mailing Address (Changes? Notify the FELC of any changes.)**  
J & M DISPLAYS INC  
18064 170TH AVE  
YARMOUTH, IA 52660-9772

<i>James J. Oetker</i> Licensee/Permittee Responsible Person Signature	<i>C.F.E.O.</i> Position Title
James J. Oetker Printed Name	9-1-2016 Date

ATF Form 5400.14-5400.15 Part I  
Revised October 2011

Previous Edition is Obsolete    J & M DISPLAYS INC 18064 170TH AVE YARMOUTH, IA 52660-9772    50-MANUFACTURER OF EXPLOSIVES

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: <a href="http://www.atf.gov">www.atf.gov</a>
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**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licensee or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

<b>Federal Explosives License/Permit (FEL) Information Card</b>	
License/Permit Name: J & M DISPLAYS INC	
Business Name:	
License/Permit Number: 5-IA-057-50-8K-00054	
License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES	
Expiration:	October 1, 2018
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

**ATTACHMENT B  
INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**Insurance**

Display Operator shall carry, and require its subcontractors who will be present on ISU property to carry, the insurance coverage below. ISU reserves the right to increase the minimum limits if ISU determines additional types or limits of coverage are necessary. The insurance companies providing coverage must be of an acceptable financial rating as determined by ISU. All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of the following: State of Iowa; Board of Regents, State of Iowa; or ISU. Insurance policy term must be for the duration/term of contract or specific to the event date(s).

**Commercial General Liability**

General Aggregate per location	\$1,000,000
Each Occurrence Limit	\$1,000,000

The policy must provide coverage and limits at a minimum: \$1,000,000 combined single limit per occurrence for bodily injury including death, personal injury and property damage.

**Excess/Umbrella Liability**

The policy must provide for \$5,000,000 per occurrence.

**Automobile**

\$1,000,000 combined single limit each accident to include non-owned, hired, or rented vehicles.

**Worker's Compensation and Employer's Liability**

Statutory Limits of \$100,000/\$500,000/\$100,000.

Must include an endorsed Waiver of Subrogation in favor of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

Display Operator shall provide a certificate of insurance listing the following as additional insureds: Iowa State University; Board of Regents, State of Iowa; and State of Iowa, and City of Ames, Iowa. Additional insured status must be endorsed to the policy and shall be on a primary and non-contributory basis. The certificate shall not be modified, reduced, canceled, or terminated without the Display Operator providing ISU with thirty days' prior written notice. The certificate must be submitted to:

Office of Risk Management, Iowa State University  
3618 Administrative Service Building  
Ames, Iowa 50011  
FAX# (515) 294-3105  
EMAIL: orm@iastate.edu

ISU shall have the right to prohibit Display Operator from entering ISU property until ISU receives such certificates or other evidence that the required insurance has been obtained. If Display Operator or its subcontractors fail to carry the required insurance or if Display Operator fails to submit evidence of insurance coverage, ISU shall not allow the event to take place on ISU property.

**Limitation of Liability and Indemnification**

The premise approved for use during this firework's shoot is provided "AS IS". Display Operator assumes all risk of loss, damage, and liability which Display Operator may sustain while using the Space. IN NO EVENT SHALL ISU BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Display Operator shall indemnify and hold harmless ISU, the State of Iowa, and the Board of Regents – State of Iowa and their officers, employees, and agents from and against all liability, claims, demands or causes of action (including claims by Display Operator's employees, agents, guests and sponsoring organization) arising from the acts or omissions of Display Operator or its employees, agents, subcontractors, guests or sponsoring organization or arising from Sponsoring Organization's or Display Operator's Event, except those resulting from the negligence of any ISU employee or agent.

**TO:** Members of the City Council

**FROM:** John A. Haila, Mayor

**DATE:** June 25, 2019

**SUBJECT:** Council Appointment to Ames Economic Development Commission (AEDC) Board of Directors

Tim Gartin's term of office on the AEDC Board of Directors will expire on June 30, 2019. Therefore, it will be necessary to appoint a council member to fill this position.

I recommend that the City Council reappoint Tim Gartin to the Ames Economic Development Commission Board of Directors with his term effective as of July 1, 2019.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND ADOPTING  
SUPPLEMENT NO. 2019-3 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of July 1, 2019, as Supplement No. 2019-3 to the Ames Municipal Code.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
John A. Haila, Mayor

Attest:

\_\_\_\_\_  
Diane R. Voss, City Clerk

**RESOLUTION NO.**

**A RESOLUTION ADOPTING NEW AND REVISED FEES  
FOR THE CITY OF AMES, IOWA**

**BE IT RESOLVED** by the City Council for the City of Ames, Iowa, that the following fees shall be adopted or adjusted to recover the approximate actual costs of city services from those who use and benefit from these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ames, Iowa, that fees shall be adopted as follows:

**SECTION ONE.** The following Animal Shelter Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix E:

**FEES FOR ANIMAL SHELTER SERVICE**

Impound Fees (release to owner):

First time .....	\$25.00
Second time.....	\$35.00
Third time.....	\$45.00
Fourth time.....	\$55.00
Fifth and subsequent .....	\$65.00

Animal Shelter Boarding Fees:

Per day .....	\$10.00
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Putting Animals up for Adoption (Ames Residents):

Dogs/Puppies.....	\$15.00
Cats/Kittens .....	\$10.00
Rabbits .....	\$10.00
Small domestic pets .....	\$10.00

Adoption of Animals:

Dogs/Puppies.....	\$80.00
Cats/Kittens .....	\$60.00
Rabbits/Ferrets .....	\$40.00
Small domestic pets .....	\$10.00

Permit Fee:

Any permit required by state or local law including dangerous animal, traveling wildlife, menageries, shows, petting zoos or exhibitor fees .....	\$36.00
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Fee waivers for special needs adoptions, overcrowding or emergency shelter services are approved by the Animal Control Supervisor by authority of the City Council.

Adoption Fees are waived for Senior Citizens adopting staff identified senior animals.

If an animal, due to its rare breed would bring a fair market value which far exceeds the fees listed in the rare animal fee schedule then the animal control staff of the City of Ames, Iowa, is authorized to charge that fair market fee for both putting up for adoption and adoption fees. The animal control staff must research the fee that they feel should be charged for a very rare breed of animal and document how the figure was arrived at.

All fees for veterinary care and services must be paid at the time of the animal reclaim.

All Animal Shelter Service Fees Set by Resolution of City Council.

**SECTION TWO.** The following Public Works Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix F:

**SOLID WASTE RULES AND REGULATIONS**

1. No liquids, animals, hazardous or toxic waste, or demolition material will be accepted at the Arnold O. Chantland Resource Recovery Center except motor oil that is delivered to the Arnold O. Chantland Resource Recovery Center in separate containers. All containers, except for motor oil, must be open.
2. Per Capita Charge.....\$10.50
3. Delivery charges at the Arnold O. Chantland Recovery Center shall be:
  - a. Vehicles through the meter gate:
    - Passenger cars, each .....\$10.00
    - Pickup, vans or vehicles towing trailers, each.....\$25.00
    - Single garbage bag, each. . . . . \$3.00
  - b. Commercial charge customers through the scales:
    - All vehicles, including those of licensed refuse haulers, per ton  
(Minimum charge one ton) .....\$58.75
  - c. Out of County rate, per ton .....\$126.12
  - d. Tires\*:
    - 16" or smaller.....\$3.00
    - 16.5" - 24" truck tires and farm front skidsteer tires.....\$9.00
    - Sand box tire or farm tractor tire .....\$38.00
    - \*Any tire on a rim, the actual tire disposal charge plus for rim.....\$5.00
  - e. Iowa State University, other State and Federal agencies
    - A proportional share by weight on the system cost  
or as provided by contract
  - f. Motorized white goods, including refrigerator, freezers, washing  
machines, dryers, air conditioners and microwave ovens, each ..... \$20.00
4. The plant will be closed on the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following day will be observed.

**MISCELLANEOUS FEES**

1. **SIDEWALK CLEARING** shall be the actual cost plus a \$50.00 administrative fee.
2. **CURB OPENINGS.**
  - a. A charge of fifty dollars (\$50.00) per opening shall be made for all applications for residential curb openings or changes in width or location of any existing residential access drive.
  - b. A charge of fifty dollars (\$50.00) shall be made for all applications for commercial or industrial curb cuts, openings or access permits and any application for any type of curb opening or access permit to a primary highway.
3. **SIDEWALKS.**
  - a. A charge of fifty dollars (\$50.00) per single frontage property shall be made for all applications for new sidewalk installation.
  - b. A charge of seventy-five (\$75.00) per property having two or more frontages shall be made for all applications for new sidewalk installation.

4. **DRIVEWAY CULVERT INSTALLATION.** Driveway culverts shall be furnished and installed by and remain the property of the City. The owner of the property to which access is provided by the culvert shall be charged a fee of thirty-five dollars (\$35.00) per lineal foot of culvert used.

5. **PLAN FEES.** One set of bidding documents is available without charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. For all others, Plan Fees shall be the actual cost of printing plus a \$15.00 administrative fee.

6. **ENGINEERING FEES**

- a. Graphical Printing
  - Labor, per hour (minimum one-quarter hour charge) .....\$65.00
  - Paper, 8 2@ x 11" (black & white)..... \$.25
  - Paper, 11" x 17" (black & white)..... \$.50
  - Paper, 8 2@ x 11" (color map)..... \$2.50
  - Paper, 11"x 17" (color map)..... \$5.00
  - Plots, per sq. ft. (black & white, line drawing).....\$1.25
  - Plots, per sq. ft. (color map)..... \$2.50
- b. Geographic Information System (GIS) data
  - Labor, per hour (minimum one-quarter hour charge) .....\$65.00
- c. Sewer connection (8" sewer), per lineal foot.....\$20.00
- d. Water service connection (8" main), per lineal foot.....\$20.00  
(with a minimum charge of \$650.00 per lot or land parcel)
- e. Construction inspection only shall be actual costs.

**SECTION THREE.** The following Building and Development Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix L:

**BUILDING & DEVELOPMENT FEES**

**Building Permit Fee Schedule**

The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating and air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The building permit fee will be 60% of the amounts listed in the table below; however, the minimum building permit fee will be \$30.90.

<u>TOTAL VALUATION</u>	<u>AMOUNT OF FEE</u>
\$1.00 to \$500.00	\$30.90
\$501.00 to \$2,000.00	\$30.90 for the first \$500.00, plus \$3.15 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$78.00 for the first \$2,000.00 plus \$14.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$409.70 for the first \$25,000.00 plus \$10.40 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$669.75 for the first \$50,000.00 plus \$7.20 for each additional \$1,000.00 or fraction thereof,

	to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$1,030.25 for the first \$100,000.00 plus \$5.80 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$3,337.45 for the first \$500,000.00 plus \$4.90 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,783.70 for the first \$1,000,000 plus \$3.75 for each additional \$1,000.00 or fraction thereof.

### Plan Review Fee

The Plan Review Fee shall be seventy (70) percent of the Building Permit Fee to cover costs to the city in reviewing plans for code compliance.

### Additional Fees

For each issuance of a Temporary Certificate of Occupancy	\$53.55
For Administrative Fee to cancel a permit	\$53.55
Minimum fee to investigate moving a building regardless of whether it is moved or not. (If move occurs also must pay actual city expenses)	\$107.10
For all reinspections after the first free one	\$53.55
To issue a foundation permit prior to issuance of the building permit	\$53.55
To issue a Certificate of Occupancy for a use change	\$53.55
Storm Water Lot Development Permits	\$200.00
Storm Water Management and/or Pollution Prevention Subdivision Plan Review	\$450.00
Grading Permit	\$250.00
Storm Water Pollution Prevention Site Plan Review (1 <sup>st</sup> year permit)	\$300.00
Each additional year site is active	\$200.00

### Planning and Housing Fees

Annexation (Clerk's Office)	\$200.00
LUPP Map Amendment (Major)	\$500.00
LUPP Map Amendment (Minor)	\$300.00
LUPP Text Change	\$300.00
Rezoning (Map Amendment)	\$300.00
Rezoning with Master Plan	\$550.00
Zoning Ordinance Text Amendment	\$200.00
PRD Development Plan	\$400.00
PRD Amendment (Major)	\$400.00
PRD Amendment (Minor)	\$150.00
Plats - Preliminary	\$500.00
Plats - Final	\$300.00
Plat of Survey	\$100.00
Plats - Rural Subdivisions	\$750.00
Major Site Development Plan	\$400.00
Minor Site Development Plan	\$200.00
Special Use Permits	\$150.00

Variances	\$150.00
Other ZBA Decisions	\$75.00
Permitted Home Occupation	\$20.00
Special Home Occupation	\$100.00
RLP Plan Development and Amendment	\$400.00
Zoning Confirmation Letter per Lot or Parcel	\$120.00
Urban Revitalization/Urban Renewal Area	\$250.00
UCC Filings	-0-
Flood Plain Development Permit	\$75.00
Supervised Transitional Home	\$150.00
Wireless Facility Administrative Review	\$150.00
Minor Amendments Approved Special Use or Major Site Development	\$150.00
Adaptive Reuse	\$400.00
Zoning Permit, other	\$150.00

### **Rental Housing Inspection and Enforcement Fees**

(Revised by Res. 18-104, 3-6-18)

**A. Multi-family Dwellings.**

Three-Six Apartments	\$27.50/apartment
Seven to Twenty Apartments	\$26.70/apartment
Over Twenty Apartments	\$24.30/apartment

Due and payable within 30 days of date of notice each year is hereby established for multi-family dwellings (Apartment buildings).

- B. Lodging House and Boarding House.** A fee of twenty-seven dollars (\$27.00) per room, due and payable within 30 days of date of notice each year, is hereby established for what are called Rooming Houses, Boarding Houses, and Lodging Houses.
- C. Owner-Occupied Single-Family Dwelling with Roomers Paying Rent to the Owner.** A fee of forty-eight dollars and seventy-seven cents (\$48.77) per rental room, due and payable within 30 days of date of notice each year, is hereby established for single family dwellings with rooms to rent.
- D. One- or Two-Family Rental Housing.** A fee of forty-eight dollars and seventy-seven cents (\$48.77) per unit for single family dwellings and forty-one dollars and forty cents (\$41.40) per unit for duplexes, due and payable within 30 days of date of notice each year, is hereby established for one and two unit dwellings.
- E. Special Request Inspection.** A fee of fifty-four dollars and forty-seven cents (\$54.47) per dwelling unit for inspections made at the special request of the owner, a realtor, or potential buyer of a property, is hereby established.
- F. Reinspection Fee.** A fee of fifty-four dollars and forty-seven cents (\$54.47) per dwelling unit for a reinspection after one free reinspection, is hereby established.
- G. Appeals and Hearings.** For petitions for hearings or appeals to the Housing Code Board of Appeals a fee of eighty-one dollars and seventy cents (\$81.70) shall be charged to defray the costs thereof.
- H. Condominiums.** A fee of thirty-three dollars and five cents (\$33.05) per unit for condominiums, due and payable within 30 days of date of notice each year, is hereby established.

**SECTION FOUR.** The following Police Department Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix M:

**DEPARTMENT FEES & CHARGES POLICE**

Crash (Accident) and Police Report (each) .....	\$3.00
Overtime Payback and Event/Escort Service (per hour) .....	\$59.00
Community Safety Officer Event/Escort Service (per hour) .....	\$20.00
False Alarm Fee – After 3 times .....	\$30.00
Process Service Fee .....	\$20.00
Service of Warrant Fee .....	\$20.00
Non-Criminal Fingerprinting Fee (4 cards or less) .....	\$10.00
Non-Criminal Fingerprinting Fee (each additional card past 4) .....	\$2.00
Photographs (per disc) .....	\$3.00
Surveillance Video (per disc) .....	\$3.00
Parking Collection Fee .....	\$5.00
Copying of Public Record (per page with a \$1.00 minimum) .....	\$0.10

Car/Booking/Body Worn Camera or other video or audio recordings shall be charged at actual cost. Actual cost is defined as the time spent on the specific recording plus the cost of the media used.

**SECTION FIVE.** The following Water and Pollution Control Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix Q:

**WATER AND POLLUTION CONTROL FEES & CHARGES**

**Water Division**

Bulk Water Service .....	\$0.85/100 gallons
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**Water Meter Division \***

	With Integral Radio	With Radio ERT
<b>Meter &amp; Setting Fees - Disc Style</b>		
5/8" or 5/8 " x 3/4" disc. ....	\$350.00	\$350.00
3/4" disc. ....	\$370.00	\$370.00
1" disc . . . . .	\$390.00	\$390.00
1 1/2" disc . . . . .	\$680.00	\$680.00
<b>Meter &amp; Setting Fees - Ultrasonic Style</b>		
1 1/2" . . . . .		\$790.00
2" . . . . .		\$1,050.00
<b>Meter &amp; Setting Fees - Magnetic Style</b>		
2" .....		\$2,445.00
3" .....		\$3,380.00
4" .....		\$4,165.00
6" .....		\$6,365.00
<b>Meter &amp; Setting Fees - Turbo Style</b>		
2" .....		\$1,665.00
3" .....		\$2,300.00
4" .....		\$3,255.00
6" .....		\$6,410.00
<b>Meter &amp; Setting Fees - Misc. Meters</b>		
Larger than 4" or alternative styles		
- to be determined when ordered		
Hydrant Meter** .....		\$260.00

Frozen/damaged meter	
Construction Meter .....	\$195.00
Meters 1-1/2" and larger .....	\$125.00 trip fee + repairs/replacement
Meters 1" and smaller .....	\$80.00 trip fee + Depreciated Value

Depreciated Value is a straight line depreciation of the Meter and Setting Fees above, based on length of time meter has been in service.

< 1 year	100%
< 2 years .....	90%
< 3 years .....	80%
< 4 years .....	70%
< 5 years .....	60%
< 6 years .....	50%
< 7 years .....	40%
< 8 years .....	30%
< 9 years .....	20%
<10 years.....	10%
>10 years.....	0%

Unauthorized use of water .....	\$191.00/occurrence
Unmetered use of water.....	\$2.51/day + \$16.64/month
Resetting fee for unauthorized meter removal .....	\$80.00
Customer requested meter test fee .....	\$150.00
Service or meter disconnect or reconnect fee .....	\$ 80.00/trip

\* Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$80.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

\*\* Hydrant meter fees include the cost to install and remove the meter. Requests to move the meter to a new location will be charged one-half of the hydrant meter fee. Consumption will be billed at the "Irrigation and Yard Water" rate. For usage that covers more than 30 days, the block sizes will be adjusted accordingly.

**WPC Division**

Waste Hauler Fee - Ames locations*	
Domestic/Residential Waste.....	\$8.24/load + \$3.97/100 gallons
Restaurant Grease Traps .....	\$54.59/load + \$3.19/100 gallons
Non-Domestic Waste .....	\$8.24/load + unit rate to be determined

* Non-Ames location surcharge .....	15%
Unauthorized Sewer Use.....	\$211.00/occurrence
Unmetered Sewer Use.....	\$2.69/day + \$18.50/month

**High-Strength Surcharge Rates\***

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD <sub>5</sub>	\$0.44/lb.
COD	\$0.16/lb.
Nitrogen	
NH <sub>3</sub> -N	\$1.56/lb.
TKN	\$1.01/lb.
Solids	
TSS	\$0.65/lb.



Fats, Oils, and Grease  
 Oil and Grease \$0.87/lb.

**\*Monthly High-Strength Surcharge Fees of less than \$5/month will be waived**

**Restaurant Surcharge**

Restaurant surcharge on sewer use for customers operating Food Service Establishments \$2.62/100 cubic ft.

**Restaurant Fee**

Restaurant fee for sewer use for customers operating Food Service Establishment which are not billed for sewer usage or whose sewer usage is not representative of the facilities food service activities. \$77.25/month.  
 (Ord. No. 4199, 11-25-14; Ord. No. 4263, 6-28-16)

**Administrative Division**

Copies of Records \*  
 Black & White, 8 1/2" x 11" \$0.10/copy  
 Black & White, 11" x 17" \$0.20/copy  
 Color, 8 1/2" x 11" \$0.20/copy  
 Color, 11" x 17" \$0.40/copy

\* Plus staff time to prepare records (wages only)

**Laboratory Division**

**Analytical Fees, per sample per test**

Bacteriological Tests	
Coliform, Total (present/absent).....	\$20.00
Coliform, Total (quantified).....	\$20.00
Coliform, Fecal (present/absent).....	\$20.00
Coliform, Fecal (quantified).....	\$20.00
E coli (present/absent).....	\$20.00
E coli (quantified).....	\$20.00
Chloride.....	\$20.50
Chlorine	
Free.....	\$20.00
Total.....	\$20.00
Hardness.....	\$20.00
Iron.....	\$10.25
Metals	
Arsenic.....	\$20.50
Cadmium.....	\$15.50
Chromium.....	\$15.50
Copper.....	\$15.50
Lead.....	\$20.50
Manganese.....	\$10.25
Mercury.....	\$25.75
Molybdenum.....	\$20.50
Nickel.....	\$15.50
Selenium.....	\$20.50
Silver.....	\$15.50
Zinc.....	\$10.25
Nitrogen	
Ammonia.....	\$20.00
Nitrate.....	\$19.50

Nitrite.....	\$20.00
Nitrate + Nitrite .....	\$20.00
Total Kjeldahl Nitrogen .....	\$40.25
pH .....	\$14.00
Phenol .....	\$28.75
Phosphorus	
Orthophosphate .....	\$20.00
Total Phosphorus .....	\$20.00
Oxygen Demand	
Chemical Oxygen Demand (COD).....	\$20.50
Five-day Biochemical Oxygen Demand (BOD <sub>5</sub> ).....	\$38.00
Five-day Carbonaceous Biochemical Oxygen Demand (CBOD <sub>5</sub> ).....	\$38.00
Solids	
Total Solids (TS) .....	\$20.00
Total Volatile Solids (TVS) .....	\$20.00
Total Suspended Solids (TSS).....	\$20.00
Volatile Suspended Solids (VSS) .....	\$20.00
Total Dissolved Solids (TDS).....	\$10.25
Temperature.....	\$5.25

For analytes not listed that are analyzed in-house, the fee will be determined on a case-by-case basis from an estimate of actual staff time (including benefits) plus 25% overhead to cover chemicals, equipment, and incidentals.

Samples sent to an outside lab.....Actual Invoiced Cost

### Sample Collection Fees

Fees for sample collection types not identified below will be determined on a case by case basis from an estimate of the actual staff time (including benefits) plus 25% overhead to cover equipment, consumables, and incidentals.

#### Drinking Water

- Drinking water sampled from the tap of a completed structure.....\$39.00
- Drinking water sampled from a field tap or structure under construction.....\$52.00

#### Wastewater/Pretreatment

- 24-hour composite from a location where no sampling, metering, or refrigeration equipment are permanently installed.....\$251.00
- 24-hour composite from a location where a sampler, flow meter, and refrigeration equipment are all permanently installed.....\$97.00
- Grab sample not associated with a 24-hour composite sampling event (grabs collected at the time of a composite are included in the fees above).....\$49.00

The 24-hour composite collection and grab sample fees listed above include one resample attempt should the composite sample attempt fail. Additional resample attempts will result in additional sample collection fees. No resample fee will be assessed if the reason for the failed attempt is due to a malfunction of city-provided sample equipment.

**SECTION SIX.** The following Electric Department Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix R:

**ELECTRIC DISTRIBUTION**

**Standard Single Phase Temporary service** .....\$200

A standard single phase temporary service includes an overhead service drop from an existing transformer to a customer-provided pole (or adequately supported service connection point) during Electric Distribution business hours. Includes furnishing a length of service conductor not to exceed 125 feet. Labor and materials required for a non-standard temporary service shall be billed at actual costs.

**Standard Customer-Requested Temporary Disconnection – Reconnection Fee** ..... \$100

For disconnect-reconnect requests made at least one working day before the service is reconnected. Includes one return reconnect trip, or up to 20 minutes of standby time for work performed during Electric Distribution business hours. Service for a non-standard disconnect-reconnect shall be billed at actual costs.

**Requested, or non-standard work** ..... Varies-- billed at actual cost

Non-standard work includes multiple/excess trip charges, same-day (non-emergency) service requests, excess standby charges, trouble/emergency-service calls where the trouble is found to be on the customer’s equipment, or work requested outside business hours

Pole Attachment Fee (Single Cable) ..... \$13.05/pole/year

**ELECTRIC METER**

Customer Requested Meter Test Fee  
Within Utility Board limits (98% through 102%) ..... \$30.00  
Outside Utility Board limits ..... Free

**ELECTRIC VEHICLE CHARGING STATIONS**

**Ames Customers** .....\$1/hour  
**Non-Ames Customers** .....\$1/hour

**SECTION SEVEN.** The following Ames Public Library Fees are hereby adopted or adjusted effective July 1, 2019, and codified as Appendix T:

## **LIBRARY FEES & CHARGES**

### **Fines**

**General Collection Books and Other Materials:**

Daily Fine (per item) .....	\$0.25
Maximum Fine (per item, except magazines).....	\$5.00
Maximum Fine (per magazine) .....	\$2.00

**Youth and Young Adult Books and Other Materials:**

Daily Fine (per item) .....	\$0.25
Maximum Fine (per item) .....	\$2.00

### **Standard Charges**

Replacement Borrower's Card .....	\$1.00
Adult and Youth Materials (except magazines) .....	Cost of item
Magazines .....	\$5.00
Map Inserts in Travel Books .....	\$2.00
CD Insert in Book .....	\$10.00
Media/Special Packaging or Liner Notes .....	\$5.00
Replaceable Part From a Set .....	Cost of part
Irreplaceable Part From a Set .....	Cost of item/set
Processing Charge for Lost or Irreparably Damaged Items .....	\$5.00
Repairable Damage to an Item.....	\$2.00
Referral to Debt Collection.....	\$10.00

### **Other Charges**

Fax, per page .....	\$1.00
Photocopy/print, per page, black & white .....	\$0.10
Photocopy/print, per page, color .....	\$0.50
Microfilm copy .....	\$0.10

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor

**COUNCIL ACTION FORM**

**SUBJECT: APPROVAL OF COMMISSION ON THE ARTS (COTA) SPECIAL PROJECT GRANT CONTRACTS FOR FALL 2019**

**BACKGROUND:**

On June 3, the Commission on the Arts (COTA) met to finalize recommendations for Fall 2019 Special Project Grants. One grant request was received. The organization requested \$880 in funding. There is \$5,560 available in the FY 2019/20 budget for both Fall and Spring Special Project Grants.

Based on the merits of the application and the criteria established for Special Project Grants, COTA recommended the following allocation, which was then sent to the organization in contract form. The contract, having been signed by the organization, is now presented for City Council approval.

**COTA FALL 2019 SPECIAL PROJECT GRANT REQUESTS**

<b>Organization</b>	<b>Project</b>	<b>Request</b>	<b>Award</b>
<b>Town and Gown Chamber Music Association</b>	K-12 Outreach for Russian Renaissance	\$ 880	\$ 880

If this contract is approved, \$4,680 in funds will remain available for Spring 2020 Special Project Grants.

**ALTERNATIVES:**

1. Approve the COTA Special Project Grant contract as recommended by the Commission on the Arts
2. Refer this contract back to COTA for further information

**MANAGER'S RECOMMENDED ACTION:**

The Commission on the Arts receives special project grant applications each year. The application has been reviewed to ensure it meets the criteria outlined in the application instructions. The Commission has recommended that the application be approved to accomplish the Commission's goal to further the performing arts in the Ames community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the COTA Special Project Grant contract as recommended by the Commission on the Arts.

**COUNCIL ACTION FORM**

**SUBJECT: MODIFICATIONS TO CLARK AVENUE BIKE LANES**

**BACKGROUND:**

The southbound lanes on Clark Avenue at the Lincoln Way intersection currently include a bike lane as well as a bike box where bicyclists can move to the head of the line of stopped vehicular traffic before crossing the intersection. Recently, the Iowa DOT completed a resurfacing project on Lincoln Way from Gilchrist Street to Duff Avenue, which resulted in the removal of most of the green bike box at the Clark Avenue intersection. **The bicycle markings, along with the manholes, intakes, and curb and gutter are considered City infrastructure and all repair and replacement costs are the responsibility of the City.**

The original bike box was part of a larger two-block pilot project of bicycle markings and signage. Using current DOT bid prices to estimate the cost to replace the bike box markings, **City staff estimates the cost to be \$32,432.** The paint and markings required are not commonly used by contractors, which increases costs.

Upon learning of the significantly higher costs to replace the markings, City staff evaluated the use of the bike box treatment in this location. **Considering the bike box at this location was an initial trial of this style of treatment in Ames, staff met with the Ames Bicycle Coalition (ABC letter attached) to discuss the cost-effectiveness of the treatment and other bike treatments at this intersection. Through this consultation, it was decided to remove the bike box and provide a dedicated bike lane up to the stop bar at the intersection (drawing attached). The prohibited right turn on red from southbound Clark Avenue onto westbound Lincoln Way will remain, which will continue to provide protection for cyclists in the bike lane.**

This design accomplishes the original purpose of making bicyclists more visible to vehicles and providing safe separation of modes at the intersection at a significantly lower cost of \$2,500.

**ALTERNATIVES:**

1. Approve the removal of the bike box and replacement with bike lanes as shown in the attached design at the estimated cost of \$2,500.
2. Direct staff to reinstall the bike box at the estimated cost of \$32,432.
3. Direct staff to develop specifications for the removal of bicycle markings at this location.

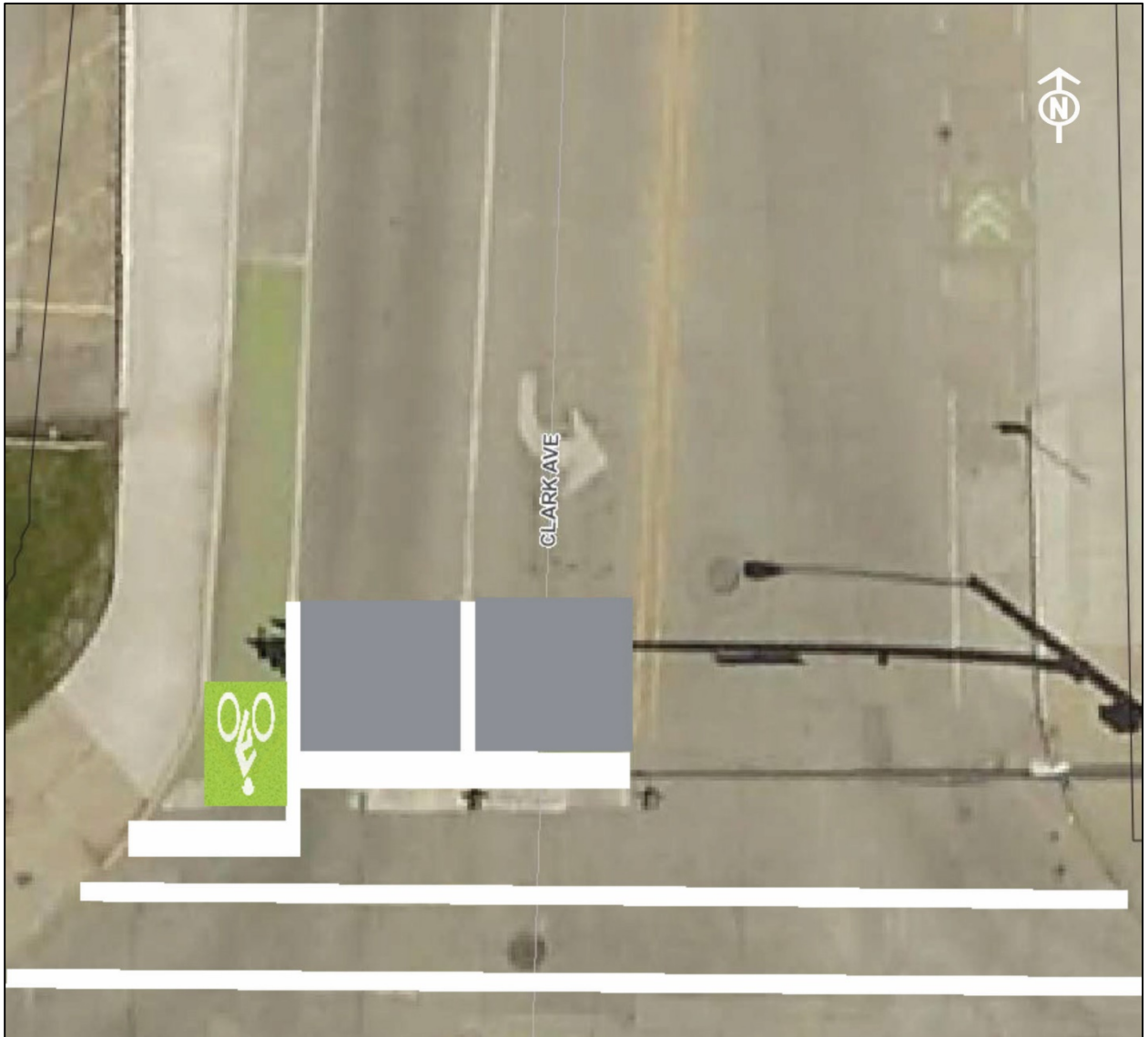
**MANAGER'S RECOMMENDED ACTION:**

The proposed modifications to the bicycle markings at this location accomplish the interests of bicyclists to have a dedicated bicycling space, align with the long-term plans for bicycling routes in this corridor and can be installed at a significantly lower cost compared to the reinstallation of the bike box.

Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as described above.



**Attachment: Proposed Clark Avenue Bike Treatment**



June 18, 2019

To: Mayor and Council Members

Re: Clark and Lincolnway Bike Box

ABC has been asked to review the treatment suggested for Clark and Lincolnway. It is unfortunate the bike box is being removed, as we do not feel it was fairly evaluated. To our knowledge no usage numbers were recorded and therefore we cannot truly know if the "experimental" treatment was used by cyclists or not. This lack of valid metrics is of great concern to our members. Some of our members did use the bike box on a regular basis while others felt more comfortable staying in the bicycle lane when waiting for the light.

That said, City staff have worked with us to produce an acceptable treatment at the intersection. By placing bicyclists in a forward position to the cars it should increase visibility of a person on a bicycle and give them a bit of a head start in blending with traffic on S Walnut. The green background under the bicycle will show continuity with the bike lane. This treatment – removing the bike box but repainting the bike lane green and ensuring a forward position for bikes - produces similar safety conditions as a “leading pedestrian interval” where a walk light is turned on for a few seconds prior to the traffic signal. The forward position while keeping the no turn on red and should prevent “right hook” collisions where drivers fail to yield and turn into people on bikes at a stop or moving south, but is still not as safe as use of the bike box. Retention of the no right on red is critical for safety here.

A few additional comments:

1. ABC would like to see a bike box tried in another location. 6th and Grand, heading east has been suggested by several members. Another location would be at Welch and Lincolnway when cyclists are headed north. This could be installed with the new bike lanes on the 100 block of Welch.
2. We urge the city to come up with a plan to measure usage both before and after bicycle facilities are installed. The Complete Streets Manual uses metrics to evaluate the success of projects including mode shift. *“When possible, individual projects metrics should be measured prior to project construction and one, three, and five years following project completion to allow for a baseline comparison and long-term evaluation.”* We need numbers not anecdotal evidence.

3. Bicycle facilities should not be considered optional. If a specialized treatment had been in place for vehicles at Clark and Lincolnway and was destroyed by another project, would it have been replaced? If it had been experimental, would metrics have been recorded? If the city truly wants to see more cyclists (to help address climate change, to help entice more young professionals to live in Ames, etc.) and takes their safety seriously, bicycle facilities need to be treated equally with facilities built for cars.

4. We continue to be concerned with the lack of planning for bicycle facilities. Two things could change that - - creating a bicycle/ pedestrian master plan and hiring a bicycle/ pedestrian coordinator. We recognize those are long-term, not inexpensive goals. However, we believe they both should be considered by the city. They also further at least two of the council's goals listed on the city webpage: Expand Sustainability Efforts and Encourage Healthy Lifestyles.

We appreciate the opportunity to comment on the bike box removal and staff's consideration of our concerns.

Sincerely,

Ames Bicycle Coalition

Carol Williams, Engineering and Policy Chair.

**COUNCIL ACTION FORM**

**SUBJECT:** SAFETY SERVICES CONTRACT FOR FY 2019/20

**BACKGROUND:**

The City has contracted with the Iowa Association of Municipal Utilities (IAMU) for over 15 years to provide safety training and OSHA compliance support to City staff. IAMU provides training regarding topics of importance to all City staff and provides specialized safety training for the unique activities undertaken in different departments.

The City's current contract with IAMU expires June 30, 2019. The expiring contract is for an amount not to exceed \$129,600 for the 2018/19 fiscal year. In addition to the safety training services, IAMU provides OSHA compliance support, safety program review, accident investigation support and undertakes special projects at the request of division leaders and the Risk Manager.

IAMU has been very receptive to improvements requested by the City's Risk Manager. It continues to improve its services to the City in line with our values and works closely with the Risk Manager to ensure that the City's needs are being met.

IAMU has requested a 2% increase in fees for the upcoming year. No increase was given for FY 2018/19. The contract is structured in two six-month terms, each for an amount not to exceed \$66,000, for a total of \$132,000. Should City staff not be satisfied with the continued progress, the automatic renewal can be canceled, or the entire contract can be canceled at any time during the year with 60 days' notice.

**ALTERNATIVES:**

1. Approve an agreement for safety services with IAMU for an amount not to exceed \$66,000 for July 1 through December 31, 2019, and a renewal in the amount of \$66,000 for January 1 through June 30, 2020. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

**CITY MANAGER'S RECOMMENDED ACTION:**

City staff has worked closely with IAMU to ensure the quality of safety training fulfills regulatory requirements while embracing the values of Excellence Through People. During this contract period, IAMU's approach to the work and overall quality will continue to be monitored. If City

staff finds IAMU's continued progress unacceptable, staff will begin the process of identifying alternative methods to provide safety training services for City employees.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an agreement for safety services with IAMU for an amount not to exceed \$66,000 for July 1 through December 31, 2019, and a renewal in the amount of \$66,000 for January 1 through June 30, 2020. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.

**CONTRACT FOR  
PROFESSIONAL SERVICES FOR SAFETY AND TRAINING  
FOR CITY OF AMES**

**THIS AGREEMENT**, made and entered into effective the 1st day of July, 2019, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and the Iowa Association of Municipal Utilities (IAMU) (a not-for-profit organization to support municipal utilities in Iowa, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

**WITNESSETH THAT:**

**WHEREAS**, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

**I  
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II  
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Professional Services for safety related services for City of Ames attached hereto as Exhibit A. This contract only deals with the services provided by the IAMU's Safety Services Department and not with any other services from other departments within the IAMU association.

The City, without invalidating the Agreement, may direct changes in the project, within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

The Provider shall designate an employee to be responsible for communicating with the City's Risk Manager about City needs, special issues and to provide a quality control role among the department trainers. Provider shall assign a primary trainer for each department, and the list of those trainers shall be provided to the Risk Manager. Those primary trainers shall provide significantly all training for the assigned departments, except where necessary due to absence or lack of expertise. When it is necessary to utilize a trainer other than the assigned primary trainer for a department, Provider shall notify the affected Department contact and the Risk Manager as soon as reasonably possible. When necessary to assign an alternative trainer with advance notice the Risk Manager shall have the opportunity to approve the alternative trainer.

Provider shall make available all employees who shall provide direct training services to City employees under this Agreement to attend an overview of the City's Excellence Through People values philosophy in order to

better prepare Provider's trainers to communicate and train within the City's adopted values. The City and Provider will coordinate schedules to arrange this overview for all Employees as soon as reasonably possible after the execution of this Agreement.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City.

### **III METHOD OF PAYMENT**

- A. Payments shall be made by the City of Ames in accordance with the Scope of Work, outlined in the attached Exhibit A.
- B. Work performed in addition to the Scope of Work outlined in Exhibit A shall be invoiced at the following rates:

Instructor, consulting and process consultant: of \$94hr.

Intern consultant: \$37/hr.

Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$66,000.00 for the first term of July 1, 2019 through December 31, 2019 and no greater amount shall be paid without written amendment. The maximum amount payable by the City of Ames if the Agreement is automatically renewed for an additional six months (January 1, 2020 through June 30, 2020) is \$66,000.

- C. Payment will be made monthly upon completion of the work and acceptance by the City of Ames. Provider shall submit a monthly invoice upon completion of the work. The invoice shall include a narrative of the work performed during the previous month and the planned work for the upcoming month. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames  
Finance Dept. – Accounts Payable  
PO Box 811  
Ames, IA 50010

### **IV FINANCIAL ACCOUNTING AND ADMINISTRATION**

A. All claims for payment shall be supported by properly executed payrolls, invoices, contracts, vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and

Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

## V INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager, who is the sole Owner's Representative.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

## VI PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

## VII TERMINATION



The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to the effective date of termination.

**VIII  
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX  
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**X  
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI  
AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII  
DURATION**

This Agreement shall be in full force and effect from and after from July 1, 2019, through December 31, 2019, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2020 through June 30, 2020 unless the City provides written notice to Provider of its intention to terminate the Agreement 60 days prior to the end of the original term.

**IN WITNESS WHEREOF** the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**CITY OF AMES, IOWA**

**Iowa Association of Municipal Utilities**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
John Haila, Mayor  
Director

Troy DeJoode, Executive

Attest by: \_\_\_\_\_  
Diane R. Voss, City Clerk

**COUNCIL ACTION FORM**

**SUBJECT:     EXCESS WORKER’S COMPENSATION INSURANCE RENEWAL**

**BACKGROUND:**

The City is self-insured for Worker’s Compensation insurance coverage. However, the City purchases excess Worker’s Compensation insurance to reduce the financial risk of catastrophic self-insured worker’s compensation claims. This coverage limits the City's financial exposure for self-insured worker’s compensation claims (including police and firefighter Chapter 411 injury disability claims) to a maximum dollar amount per individual claim. Since FY 2014/15, this coverage has also included an added layer of aggregate protection for multiple large claims exceeding a specified amount.

Since July 2010, the City’s excess Workers' Compensation insurance coverage has been brokered by Holmes Murphy. The current coverage, which is provided by Midwest Employers Casualty Company (MWECC), will expire on June 30, 2019.

For both the expiring coverage and the quoted renewal coverage, the City pays 100% of each individual claim up to \$500,000. Any expenses for a single claim in excess of this threshold are paid by the insurer. Additionally, an aggregate layer protects the City against costs for multiple large claims within a year. This layer requires the insurer to pay for all costs in excess of \$2,000,000 for the year.

**QUOTATION SUMMARY**

Holmes Murphy obtained a renewal quotation from MWECC for the same level of coverages, which is shown below:

	<b>FY 2019/20 Renewal Quote</b>	<b>FY 2018/19 Expiring Coverage</b>
Rate	\$0.2515/\$100 of payroll	\$0.2489/\$100 of payroll
<b>TOTAL PREMIUM</b>	<b>\$104,765</b>	<b>\$100,693</b>

The quoted rate for FY 2019/20 is an increase of approximately 1%. However, the total premium paid is affected by the City's estimated FY 2019/20 payroll, which is estimated to increase approximately 3% compared to FY 2018/19.

Additionally, the broker received a quote from MWECC and another underwriter, Safety National, with a \$600,000 per claim self-insured retention level compared to the current level of \$500,000. In the past nine years and perhaps longer, the City has not had a single claim reach the \$500,000 threshold. Increasing this threshold would increase the City's potential exposure to a single costly claim, while reducing the premium cost for the coverage, since the City would assume more risk.

MWECC's quote for the \$600,000 self-insured retention level would result in a premium of \$94,800. The quote from Safety National at this retention level was a premium cost of \$124,780. **Upon evaluation, City staff believes it would be appropriate to maintain the retention level at \$500,000.**

The FY 2019/20 Budget includes \$107,000 for the purchase of excess Worker's Compensation insurance coverage.

#### **ALTERNATIVES:**

1. Accept the quote from Holmes Murphy & Associates, for coverage with Midwest Employers Casualty Company (MWECC), with the same coverage types and limits as expiring at a renewal premium of \$104,765.
2. Select the quote with higher retention through MWECC at the premium of \$94,800.
3. Select the quote from Safety National with the higher retention at the premium of \$124,780.
4. Decline to purchase Excess Workers Compensation Insurance and self-insure 100% of all employee injury claims that are incurred.

#### **MANAGER'S RECOMMENDED ACTION:**

The City has significant financial exposure for medical and long-term disability expenses from statutory 411 police and firefighter claims, as well as from other job classifications such as power plant workers and electric distribution employees. The individual claim and aggregate layer coverages will protect the City against unlimited financial exposure for large individual claims and for events that could cause multiple injuries.

Midwest Employers Casualty Company continues to provide acceptable excess workers compensation insurance that limits catastrophic injury claims costs for the City

of Ames.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the quote from Holmes Murphy & Associates, for coverage with Midwest Employers Casualty Company (MWECC), with the same coverage types and limits as expiring at a renewal premium of \$104,765.

**COUNCIL ACTION FORM****SUBJECT: RENEWAL OF ICAP MEMBERSHIP TO PROCURE CASUALTY AND LIABILITY INSURANCE COVERAGES****BACKGROUND:**

The City's annual membership in the Iowa Community Assurances Pool (ICAP) expires on June 30, 2019. **The City has been a member of ICAP since July 1, 2004, and secures its casualty and liability coverages through this membership.** ICAP provides similar protection to approximately 300 cities, 70 counties, 50 fair boards, and over 250 other public entities. ICAP is a member-owned and funded group liability pool.

The following City coverages are provided by ICAP: General (Third Party) Liability, Vehicle and Transit Bus Liability, Bookmobile Physical Damage, Public Officials Wrongful Acts, Police Professional Liability, and Employee Theft (Bond).

City staff did not seek alternatives to this program this year. Membership in the ICAP pool is a long-term commitment based on the fundamentals of rate stability, availability of coverages meeting the City's needs, and the quality of services (underwriting, loss control, and claims handling). A summary of ICAP's quote for these services showing the current and upcoming year's proposed fees is below:

	<b>FY 2019/20 Quote</b>	<b>FY 2018/19 Current</b>
<b>Type of Coverage and Amount:</b>	\$15 million limits	\$15 million limits
General Liability (\$2,000,000)	\$ 197,723	\$ 212,659
Bond, incl. fee	4,689	5,689
Automobile (\$2,000,000)	222,636	218,541
Public Officials (\$2,000,000)	33,908	31,125
Law Enforcement (\$2,000,000)	27,790	27,789
Bookmobile Damage (\$261,300)	578	578
Excess Liability (\$13,000,000)	116,589	118,478
<b>Subtotal Cost</b>	<b>\$ 603,913</b>	<b>\$ 614,859</b>
<b>ICAP Membership Credit*</b>	<b>(93,414)</b>	<b>(109,317)</b>
<b>Total Net (Invoice) Cost</b>	<b>\$ 510,499</b>	<b>\$ 505,543</b>

\*See notes below related to Credit.

**The quoted coverage subtotal is a slight decrease from the quote for FY 2018/19. However, this decrease is offset by a smaller membership credit from ICAP for the renewal year. Therefore, the FY 2019/20 Total Net Cost is a 1% increase over the Total Net Cost for FY 2018/19. The membership credit varies each year and is based on the size and financial condition of the pool, including such factors as loss experience and investment income. This year's credit is \$93,414. As in past years, this amount will be used to directly offset the July 1 renewal invoice.**

The FY 2019/20 Budget includes funding in the amount of \$635,548 for liability coverage. This budgeted amount is prepared without the ICAP Membership Credit included, because this credit is not guaranteed and fluctuates from year to year. Any savings that remain in the Risk Management Fund are used to pay deductibles for claims and to lower the amounts charged to departments for liability coverage in future budget years.

**ALTERNATIVES:**

1. Accept the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the net cost of \$510,499 for the coverages indicated above.
2. Direct staff to seek other alternatives for casualty and liability insurance.

**CITY MANAGER'S RECOMMENDED ACTION:**

The City's membership in ICAP continues to result in receiving excellent casualty and liability coverages and associated services at a competitive price.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the net cost of \$510,499 for the coverages indicated above.

**COUNCIL ACTION FORM**

**SUBJECT:** FY 2019/20 PROPERTY BROKERAGE AGREEMENT RENEWAL

**BACKGROUND:**

The City has contracted with Willis of Greater Kansas, Inc., to provide property insurance brokerage services for the City's property insurance program since 2011. After the initial three-year term, both parties agreed to extend the agreement for each of the optional one-year extensions. The cost for these brokerage services has been \$45,000 per year since 2011. Willis has agreed to extend this agreement for an additional one-year term ending June 30, 2020, but will do so at an increased cost of \$50,000.

Under Willis' guidance, the City's property program has been divided into a municipal property insurance program and a power property program. Last year City staff instructed Willis to take the City's property insurance to the marketplace. This strategy generated very competitive quotes from insurance carriers which ultimately saved the City more than \$90,000. Willis was also able to negotiate a guaranteed two-year rate for the Ames Power Plant coverage. The City seeks Willis' advice on a regular basis regarding risk mitigation efforts, insurance coverage strategies, and in completing claim documentation in the event of losses.

**ALTERNATIVES:**

1. Approve an extension of the property brokerage agreement with Willis of Greater Kansas, Inc. in the amount of \$50,000 for a period beginning July 1, 2019 and ending June 30, 2020.
2. Do not approve an extension of the property brokerage agreement and seek proposals from other companies.

**CITY MANAGER'S RECOMMENDED ACTION:**

The City utilizes the services of a property insurance broker to provide access to the property insurance market and to provide assistance in managing the property insurance portfolio. Without these services, a great deal of the administration of the City's property insurance program would revert to City staff. Willis has provided excellent service in brokering the City's property insurance policies.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an extension of the property brokerage agreement with Willis of Greater Kansas, Inc. in the amount of \$50,000 for a one-year period beginning July 1, 2019 and ending June 30, 2020.

**COUNCIL ACTION FORM**

**SUBJECT:**           **PROPERTY INSURANCE RENEWAL FOR FY 2019/20**

**BACKGROUND:**

The City contracts with Willis of Greater Kansas, Inc., to provide property insurance brokerage services for the City's property insurance program. Willis has obtained quotes for property insurance coverage for FY 2019/20 and they are now being presented for City Council approval.

The City's property insurance program is split into two main components:

- 1) The "Power" component, which covers Resource Recovery, the Power Plant, and assets related to the electrical infrastructure. In FY 2018/19 this coverage was moved to Starr Tech.
- 2) The "Municipal" component, which covers all other City property. This component has been underwritten by Chubb Insurance Group since 2012.

Splitting the City's insurance coverage into two major components allows for an optimization of terms and pricing to fit each insurer's specialty, rather than placing all City property under a one-size-fits-all program. In addition, the broker arranges for flood insurance for properties susceptible to flood damage (CyRide, WPC and Furman Aquatic Center).

Since City facilities are spread throughout the community, it is unlikely they will all be destroyed in a single catastrophic event. Beginning in 2012, the City Council authorized staff to procure insurance using the technique of Maximum Foreseeable Loss (MFL). Under this technique, the valuation to cover is based on the scenario of a large EF5 tornado touching down near the CyRide facility and destroying everything between it and the Public Works warehouse in east Ames. This assumption is used to calculate the Total Insured Value included in the property insurance program.

**QUOTATION SUMMARY:**

As with prior years through Willis, the municipal and flood coverage in the renewal proposal comes from Chubb (municipal property) and RSUI Group (flood insurance). The account rate for Chubb increased compared to FY 2018/19. This is due to the commercial property market hardening because of the plethora of catastrophic events



worldwide. The flood insurance quote also increased because of the recent flooding in the Midwest. Staff requested Willis take the flood insurance to the marketplace, but no other carrier was able to improve upon the incumbent carrier's rate. The quotation details for the municipal portion of the program are as follows:

<b>FY 2019/20 'Municipal' Facilities Renewal (Chubb &amp; RSUI)</b>			
<b>Chubb "Municipal" Assets Coverage</b>	<b>FY 2019/20</b>	<b>FY 2018/19</b>	<b>Change</b>
Indexed Insured Values@ Replacement Cost, including CvRide Buses on Premises	<b>\$255,226,800</b>	\$255,226,800	0%
Chubb Rate	<b>.0785</b>	.0736	6.67%
Chubb Premium	<b>\$151,672</b>	\$144,449	5%
Excess Flood \$5M Layer (RSUI) for WPC, CyRide, Furman Aquatic Center	<b>\$48,737</b>	\$43,437	12.2%
TRIA coverage (terrorism)	<b>\$12,143</b>	\$12,164	-1%
<b>Total Municipal Property Premium</b>	<b>\$212,552</b>	\$205,844	<b>3 %</b>

For the FY 2018/19 program, City staff instructed Willis to market our power facility renewal. This resulted in a significant savings for the City. Starr Tech provided the best rate and also guaranteed no rate increase for two years. For FY 2019/20, the account rate quoted was slightly reduced compared to FY 2018/19. Thus, the slight increase in the FY 2019/20 quote is due to the increase in the value of the property.

<b>FY 2019/20 'Power' Facilities Renewal</b>			
	<b>FY 2019/20</b>	<b>FY 2018/19</b>	<b>Change</b>
Indexed Insured Values @ Replacement Cost	<b>\$435,708,999</b>	\$427,165,686	2%
Coverage Purchased (MFL Basis; assumes Power Plant Total Loss@ ACV)	<b>\$200,000,000</b>	\$200,000,000	--
Account Rate	<b>\$0.0859</b>	\$0.0860	-0.21%
<b>Total Power Premium, with Terrorism Coverage, taxes, Loss Control Fees, Boiler Inspection and AEGIS Membership Credit</b>	<b>\$400,261</b>	\$393,175	<b>1.8%</b>

The combined Power and Municipal premium is as follows:

<b>FY 2019/20 Combined Property Renewal</b>			
	<b>FY 2019/20</b>	<b>FY 2018/19</b>	<b>Change</b>
Total Power Premium	\$400,261	\$393,175	1.7%
Total Municipal Property Premium	\$212,552	\$205,844	3%
<b>TOTAL</b>	<b>\$612,813</b>	<b>\$599,019</b>	<b>2%</b>

The FY 2019/20 budget includes \$675,951 for the property program premiums.

**ALTERNATIVES:**

1. Approve the renewal for the property insurance program coverage at the combined quoted premium of \$612,813 for FY 2019/20.
2. Do not approve the renewal of the property insurance program and direct staff to seek additional coverage quotes.

**CITY MANAGER'S RECOMMENDED ACTION:**

The proposed insurance renewal provides adequate coverage of the City's assets with competitive rates. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal for the property insurance program coverage outlined above at the combined quoted premium of \$612,813 for FY 2019/20.

ITEM#: 18  
DATE: 06-25-19

### COUNCIL ACTION FORM

**SUBJECT: PROFESSIONAL SERVICE AGREEMENT FOR 2045 LONG RANGE TRANSPORTATION PLAN UPDATE WITH HDR**

#### **BACKGROUND:**

In January 2019, staff began the Federal consultant selection process for the update to the 2045 Long Range Transportation Plan, which must be updated by October 2020 for the plan to remain in compliance with Federal and State guidelines. A background report regarding this selection process was presented to the Ames Area Metropolitan Planning Organization (MPO) Policy Committee on May 28, 2019. That report has been attached to this Council Action Form for reference (Attachment A). The City of Ames is considered the Local Public Agency sponsoring the project for the MPO and therefore must approve the contract with the HDR (sub-consultants are Nelson/Nygaard, ETC Institute).

Staff negotiated a **contract with HDR with a fee not to exceed \$494,909** (Attachment B). The contract will encompass part or all of three fiscal years. Federal planning funds distributed to the MPO (programmed for \$400,000 in FY 2018/19) will pay for 80% of the plan, which will total \$395,927. The City of Ames will provide a 20% local match of \$98,982, with \$100,000 budgeted in FY2018/9 from Road Use Tax Funds. **The total project funding is \$500,000.**

#### **ALTERNATIVES:**

1. Approve the Planning Services Agreement to prepare the 2045 Long Range Transportation Plan with HDR Engineering Inc. of Omaha, NE in an amount not to exceed \$494,909.
2. Reject the contract with HDR and recommend that the Ames Area MPO begin with a new solicitation for preparing the 2045 Long Range Transportation Plan.

#### **MANAGER'S RECOMMENDED ACTION:**

By executing the professional service agreement with HDR, the community will be able to begin its process for visioning and planning for the next 25 years of transportation in Ames and meet the required deadline of October 2020 for approval of the final plan.

Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as described above.

ITEM # AAMPO 5

DATE: 05-28-19

**AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)  
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

**SUBJECT: PLANNING SERVICES CONTRACT FOR 2045 LONG RANGE  
TRANSPORTATION PLAN UPDATE**

**BACKGROUND:**

The Ames Area Metropolitan Planning Organization (AAMPO) is required to prepare an updated Long-Range Transportation Plan every five years. The next update is due for completion by October 12, 2020. The overall purpose of the Long Range Transportation Plan (LRTP) is to identify a vision for transportation and develop a package of regional transportation projects which are fiscally constrained. It will describe how transportation services will evolve over the next 25 years. The attached Scope of Services identifies each of the major tasks involved with the plan development, as well as the subtasks, which define the work activity in greater detail.

As part of developing the plan, transportation data regarding mapping, traffic, transit, biking, and pedestrians will be gathered. The AAMPO Transportation Policy Committee will oversee the development of the plan. The AAMPO Transportation Technical Committee will guide the development of the plan, while staff will act as an administrator for the MPO. The Goals and Objectives for the plan update will expand on the ones developed in the 2015 Plan, updated as necessary based on citizen input received during the public participation process and feedback received since the adoption of the 2015 plan. The updated Goals and Objectives will then be presented to the Policy Committee and will serve as the basis for decision making as projects are analyzed.

Opportunities for public participation in the process will be provided through several avenues throughout the process. Numerous public meetings will be held to gather information regarding the community's transportation needs, including interactive online educational materials and public input opportunities.

Base year transportation modeling for this plan will be developed by AAMPO staff in coordination with the Iowa Department of Transportation (Iowa DOT). Traffic and transit analyses will be included. This evaluation will also include all modes of travel, which includes the community's on-street and shared-use path systems as well as the potential of developing interconnections with a greenbelt trail system. This also serves to bring an energy efficiency strategy into the planning process.

The new plan will include both traditional elements and an emphasis on safety following state-of-the-practice planning measures and direction from national and local policymakers, as well as all required planning factors and performance-based planning and programming as specified in federal MAP-21 transportation legislation.

All of this will lead to the development and evaluation of a universe of alternatives for transportation improvements. Project concept plans will be drafted/updated for these

improvements, and each potential project will be checked to determine if it is financially feasible based upon year-of-expenditure dollars. The consultant will ultimately deliver the final report in both paper and electronic formats. All of this work will be completed within the next 17 months before October 12, 2020.

### **L RTP Development Process:**

- Planning, Public Involvement, and Modeling Steps:
- Existing Regional Report
- Vision Workshop
- Future System Evaluation
- Alternatives Development
- Evaluate Alternatives
- Alternatives Evaluation Workshop
- Select Alternatives
- Create draft 2045 Plan
- Transportation Modeling - Using existing and future land use/population

The planning and modeling efforts will run concurrently throughout the plan development.

### **Consultant Selection Process:**

Following the Federally mandated requirements, the consultant selection process began in January 2019 when AAMPO solicited a Request for Qualification (RFQ) Statements. AAMPO sent the request to transportation planning firms listed on the Iowa Department of Transportation DBE directory, consultant lists from the American Planning Association, and existing MPO contact list of consultants. From these resources, 69 letters were mailed to the identified transportation planning consultants. Also, the RFQ was posted publicly on the Iowa Chapter of the American Planning Association website and on the national American Planning Association website. The five following consultant teams responded to the Request for Qualification. The prime consultant showed in bold, followed by team sub-consultants.

- **Stantac**; Snyder & Associates, City Explained, Iowa State University
- **WSP**; Toole Design, Confluence, ETC Institute
- **Alliance Transportation Group**; SEH, WSB
- **SRF**; AECOM, AE2S Nexus, ETC Institute
- **HDR**; Nelson/Nygaard, ETC Institute

The scores for the RFQ process are as follows:

2045 LRTP: RFQ Scores							
Firm (by Prime)	AAMPO	Public Works	Iowa DOT	ISU	CyRide	Story County	Average
HDR	94	78	97	97	94	87	91.2
WSP	97	88	93	94	87	83	90.5
SRF	78	73	90	87	69	75	86.3
STANTEC	73	85	90	97	92	81	86.3
ALLIANCE	78	73	90	87	69	75	78.7

In February 2019, a selection team consisting of staff from AAMPO, Ames Public Works, Iowa State University, CyRide, Story County, and Iowa DOT reviewed the qualification statements and asked the top three teams to submit proposals; the three teams were HDR, SRF, and WSP. On March 6, all three teams presented their proposal to the selection committee and to answer questions from the selection team.

The selection team used the following criteria for evaluating the proposals:

<u>Scoring Criteria:</u>	<u>Points</u>
Project Understanding:	20
Project Clarity:	10
Project Approach:	20
Proposal Creativity:	20
Public Engagement:	10
Personnel:	10
Proposed Project Schedule:	10

2045 LRTP: Proposal/Interview Scores							
Firm	AAMPO	Public Works	Iowa DOT	ISU	CyRide	Story County	Average
HDR	76	79	94	96	93	90	88.0
SRF	69	67	94	90	96	86	83.7
WSP	74	74	83	94	90	86	83.5

Before making a final determination, the selection team discussed the strengths and weaknesses of each firm in great detail. Each respective firm had assembled a team of people with diverse areas of expertise, which made selecting any one firm very difficult. However, the selection team was tasked with picking the firm that had the strongest overall team in all areas of transportation planning, public involvement, and technical knowledge to get the best product for our community. During the interviews, it was found that the proposal from HDR incorporated a deep knowledge base around current topics in transportation planning, a key point in developing a long-range plan. Their recent work in this area of technology trends and the impact on future forecasting was very impressive and will be quite important in developing the best possible plan. It should be noted that, per Federal requirements, the cost cannot in any way be part of the selection process. Cost can only be determined after a firm is selected, and staff enters into negotiations to define the scope and fee for the project.

As a result of that process, the team of HDR of Omaha, Nebraska, with subcontractors Nelson/Nygaard and ETC, were selected to prepare the LRTP update. HDR has a demonstrated strong working knowledge of the Ames area and the travel demand model since they created the 2010 LRTP and 2015 LRTP. HDR is also set apart from the other firms based upon their outstanding public engagement tools, experienced team members, and proven technical capabilities. Being one of the larger planning and engineering firms, HDR can also pull from a national employment base of subject matter experts as needed to provide innovative and creative transportation solutions.

**Staff is in the process of negotiating a contract with HDR. Federal planning funds distributed to the MPO will pay for 80% of the plan and have been programmed in the amount of \$400,000. The City of Ames will need to provide a 20% local match of \$100,000, which is budgeted in FY 2018/19 CIP from the Road Use Tax Fund. This brings the total project funding to \$500,000. The contract with HDR is expected to go before the Ames City Council at their June 11, 2019 meeting.**

#### **ALTERNATIVES:**

1. Recommend that the Ames City Council approve the Planning Services Agreement to prepare the 2045 Long Range Transportation Plan with HDR Engineering Inc. of Omaha, NE.
2. Recommend that the Ames City Council not execute the agreement with HDR, and direct the AAMPO staff to pursue negotiations with one of the remaining qualified firms.
3. Direct AAMPO staff to reject all proposals and begin with a new solicitation for preparing the 2045 Long Range Transportation Plan.

#### **ADMINISTRATOR'S RECOMMENDED ACTION:**

By executing the professional service agreement with HDR, the community will be able to begin its process for visioning and planning for the next 25 years of transportation in Ames and meet the required deadline of October 2020 for approval of the final plan.

Therefore, the Administrator recommends that the AAMPO Transportation Policy Committee adopt Alternative No. 1, as noted above.

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Ames, Iowa (“OWNER”) a municipal corporation, with principal offices at 515 Clark Avenue, Ames, Iowa and HDR ENGINEERING, INC., “CONSULTANT”) for services in connection with the project known as (Ames Area MPO 2045 Long Range Transportation Plan) (“Project”);

**WHEREAS**, OWNER desires to engage CONSULTANT to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, CONSULTANT desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

CONSULTANT will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for CONSULTANT’S services under this Agreement shall be on the basis of fixed fee. CONSULTANT’S fixed fee will be four hundred ninety four thousand nine hundred nine Dollars (\$494,909). Payments will be tied to the successful completion of deliverables shown in the “Deliverables Fixed Fee Table” on Exhibit C. All expenses are included in the fixed fee.

- Compensation terms are defined as follows:

Fixed fee shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.



**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, CONSULTANT shall perform the services

within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for CONSULTANT’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of CONSULTANT’S services are exceeded through no fault of the CONSULTANT, the time for performance of those services shall be extended for a period which may be reasonably required for their completion and may only be done with mutual consent of the OWNER and CONSULTANT. All rates, measures and amounts of CONSULTANT’S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
“OWNER”

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
“CONSULTANT”

BY: Matthew B. Tondl

NAME: Matthew B Tondl

TITLE: Senior Vice President

ADDRESS: 1917 S 67<sup>th</sup> Street  
Omaha, NE 68106-2973

**APPROVED AS TO FORM**  
BY Vikki Feilmeyer  
**Vikki Feilmeyer**  
**Assistant City Attorney**

**EXHIBIT A**

**SCOPE OF SERVICES**

# Exhibit A

## SCOPE OF SERVICES AMES AREA METROPOLITAN PLANNING ORGANIZATION 2045 LONG RANGE TRANSPORTATION PLAN UPDATE

The HDR Team, including subconsultants Nelson\Nygaard (N\N) and ETC Institute, will assist the Ames Area MPO (AAMPO) and member jurisdictions update the regional Long Range Transportation Plan (LRTP). The following outline to be completed as a part of this scope of services:

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## Exhibit A

### **TASK 0: PROJECT MANAGEMENT**

This task includes overall project management of HDR Team and Client coordination.

#### *Subtask 0.1 – General Project Management*

HDR will provide overall project management, project oversight and administration on the project including internal coordination, coordination with subconsultants and development of monthly progress reports and invoices. HDR will also conduct bi-weekly calls with AAMPO staff to discuss progress and upcoming work. N\N will participate in up to six (6) bi-weekly calls at times when public transportation or pedestrian bicycle topics are the main discussion.

HDR will conduct quarterly coordination meeting with the AAMPO Technical Committee. N\N will participate in the first AAMPO Technical Committee meeting via conference call.

#### ***Deliverables:***

- Monthly progress reports, invoices, meeting notes

#### ***Assumptions:***

- *Assumes a 16-month schedule*
- *Assumes up to five (5) AAMPO Technical Committee meetings*
- *HDR will have up to three (3) staff participate on the bi-weekly calls*
- *HDR will have up to three (3) staff participate in the AAMPO Technical Committee meetings*

## Exhibit A

### **TASK 1: PROJECT INITIATION**

This task includes the coordination and development of documents to initiate the project.

#### *Subtask 1.1 - Develop Project Management Plan*

HDR will develop a project management plan including the following items:

- Team organization and communication plan
  - HDR will develop a team organization and communication plan that identifies the roles and responsibilities, contact information and communication formats for the project.
- Quality control plan
  - HDR will develop a quality control plan that identifies the quality control process and the documents to be reviewed.
- Critical path chart (dependent relationships)
  - HDR will develop a critical path schedule for all tasks and subtasks.
- Public Engagement Plan, Contact and Comment Management
  - HDR will develop a public engagement plan that develops the project description, identifies key messages, identifies communication tools and techniques, and develops the social media strategy and contact and comment management. HDR will also perform an issue and stakeholder analysis and provide an update to the stakeholder database used for the Ames Mobility 2040 effort.

#### ***Deliverables:***

- Project Management Plan including Public Engagement Plan

#### ***Assumptions:***

- One round of review (electronic) by AAMPO for up to one week

## Exhibit A

### **TASK 2: DATA COLLECTION**

This task involves obtaining and collecting relevant information and data for use during the study.

#### *Subtask 2.1 – GIS Files*

HDR will obtain most recent Geographic Information System (GIS) files from the AAMPO including, but not limited to:

- Street network
- City/County boundaries
- Urbanized/planning area boundaries
- Traffic signals
- Sidewalk inventory
- Existing land use and future land use

#### *Subtask 2.2 – Traffic Data*

HDR will obtain the most recent traffic data from the AAMPO including, but not limited to:

- Average daily traffic (ADT)
- Peak hour turning movement counts at key intersections from available Iowa Department of Transportation (DOT) and City traffic data (no consultant field collection)
- National Performance Management Research Data Set (NPMRDS) data
- INRIX XD data (if available from Iowa DOT)

#### *Subtask 2.3 – Crash Data*

HDR will obtain the most recent crash data from Iowa DOT's Iowa Crash Analysis Tool (ICAT) crash database (5-years).

#### *Subtask 2.4 – Transit Data*

N\N will utilize CyRide performance data from the 2018 CyRide system Redesign and reformat the data into the desired format for the LRTP. N\N will write up the transit existing conditions using the 2018 CyRide System Redesign.

#### *Subtask 2.5 – Bicycle / Pedestrian Data*

N\N will draw upon Ames Mobility 2040 and the 2018 Complete Streets Plan to gather information on the existing bicycle and pedestrian networks. N\N will use the city's GIS layers for trails and bike facilities as well as GIS data from the Complete Streets plan (including Bicycle Level of Stress and Bicycle Network Analysis data) to create existing conditions maps of the walking and bicycling networks.. N\N will utilize crash data analyzed in Subtask 2.3 to understand in more detail the contributing factors for crashes involving pedestrians and bicyclists.

#### *Subtask 2.6 – Pavement & Bridge Data*

HDR will obtain the pavement condition data in GIS from the AAMPO. HDR staff will download the latest National Bridge Inventory (NBI) data.

## Exhibit A

### *Subtask 2.7 – Study Reports*

HDR will obtain reports and plans from relevant and recent studies AAMPO and other relevant agencies. The reports and plans include the Iowa DOT statewide plans, such as, Iowa in Motion 2045, State Rail Plan, State Freight Plan, State Aviation Plan, State Highway Safety Improvement Program. It also includes reports and plans from adjacent agencies which identify regional data and impacts to the Ames region.

### *Subtask 2.8 – Community Transportation Assessment Survey*

ETC will design the survey and prepare the sampling plan by working the AAMPO to develop the content of the survey. ETC will conduct a pilot test of the survey will be performed to determine that the questions are understood by the residents. The pilot test will be emailed to approximately fifty (50) residents.

ETC will administer the survey by a combination of mail, internet, and phone. ETC will mail the survey and cover letter to a random sample of households in the MPO planning area. Residents receiving the survey will have the option of returning the printed survey or completing it online. ETC will continue following up with the households until reaching 400 completed surveys.

ETC will submit a final report including an executive summary, charts and graphs, cross-tabulations, tabular data and a copy of the survey instrument.

HDR will develop a one-page (8.5" x 11" – single-sided) infographic summary of the high-level survey results to inform the public.

### ***Deliverables:***

- Data Collection Technical Memorandum – which will be a brief summary of the data collected and a list of sources
- Community Transportation Assessment Survey & Infographic summary

### ***Assumptions:***

- One round of review (electronic) by the AAMPO for up to one week on the data collection memorandum.
- Assumes 3-4 drafts of the survey will be prepared before the AAMPO approves it.
- Assumes the survey will be up to six (6) pages in length.
- The AAMPO will provide a cover letter (on letterhead) to be mailed with the surveys.



## Exhibit A

### **TASK 3: EXISTING SYSTEM PERFORMANCE**

This task involves assessing the existing system performance for the Ames area.

#### *Subtask 3.1 – Existing Region Profile*

HDR will document the existing regional profile including the historical and projected population and employment trends. This section will also document the regional movement and commuter trends. The existing emerging themes in the area will be incorporated into the document.

#### *Subtask 3.2 – Existing Highway and Major Roadway Performance Evaluation*

HDR will evaluate the vehicular traffic operations through reviewing existing GIS data layers and the travel demand model to establish current traffic counts, lane configuration, traffic control device information, and estimated segment capacity. The regional street system will be evaluated with a planning-level volume-to-capacity (V/C) methodology based on daily counts and estimates of peak-hour flow capacity. Local staff will be engaged to determine the appropriate level-of-service (LOS) thresholds for determining needs. Iowa DOT staff will be engaged to determine the appropriate LOS thresholds for state routes.

HDR will conduct a Highway Capacity Manual (HCM) based corridor planning-level analysis (with a methodology similar to ARTPLAN – developed by Florida DOT which incorporates HCM Urban Streets methodology) on up to 20 miles of corridors.

HDR will report the traffic reliability using NPMRDS data on the available segments. The roadway system summary will include discussions of fleet characteristics, emissions, and fuel usage, from available local data. This subtask will also report freight characteristics.

A crash assessment will be conducted using ICAT data and the top 10 intersection and top 10 segments with significantly higher crash rates will be identified.

A generalized pavement data assessment will be conducted at a planning-level using the Iowa standard conditions ratings.

A summary of the bridge structure conditions will be performed using NBI data.

#### *Subtask 3.3 – Existing Public Transportation System Performance Evaluation*

CyRide recently completed a system-wide analysis. Therefore, the transit element of this LRTP will focus on the next priorities of unmet needs that will help CyRide and regional providers enhance existing transit options or create new ones.

First, N\N needs to understand regional travel needs and implications for intercity transit service. Regional travel to Ames has increased and this has put more pressure on I-35 between Des Moines and Ames. To understand that level of demand, N\N will use Longitudinal Employer-Household Dynamics (LEHD) data to examine travel flows between Ames, Ankeny, and Des Moines. Also, the ZIP codes of Iowa State faculty, staff, and students will be obtained, if possible, to supplement the LEHD data. This analysis

## Exhibit A

will also include a review of the Ames-Des Moines I-35 Commuter Corridor Feasibility Study (August 2014). The high-level travel flows will be compared to the thresholds typically needed to initiate intercity transit service.

Second, NIN needs to understand local transit needs. The 2018 CyRide system plan examined current service, but the LRTP provides an opportunity to examine how the system should grow.

NIN will work together with CyRide staff to develop a list of potential unmet needs within the system.

### *Subtask 3.4 – Existing Pedestrian and Bicycle System Performance Evaluation*

A wealth of data was collected and analyzed in Ames Mobility 2040 and the Complete Streets Plan. This includes the development of a list of pedestrian and bicycle projects from Ames Mobility 2040 and pedestrian level of service analysis and Bicycle Level of Traffic Stress from the 2018 Complete Streets Plan. NIN will use these two plans as a starting point, to identify locations that would benefit from enhanced connectivity along and across area roadways.

### *Subtask 3.5 – Existing Regional Connections*

HDR will conduct a high-level assessment of the existing regional connections regarding rail, aviation, pipeline and waterways.

### *Subtask 3.6 – System Performance Report*

HDR will develop a report evaluating the condition and performance of the transportation system for national performance measures and AAMPO performance targets. The format will follow the Iowa DOT/INRCOG performance report template. It is assumed that CyRide and/or the AAMPO will provide all transit performance condition data. HDR will develop one page (8.5" x 11" single-sided) infographic of the performance measures summary.

### ***Deliverables:***

- Existing Regional Profile Technical Memorandum (subtask 3.1)
- Existing System Performance Technical Memorandum (subtasks 3.2-3.6)

### ***Assumptions:***

- One round of review (electronic) by the AAMPO for up to one week on the existing regional profile technical memorandum and two weeks on the existing system performance technical memorandum.

## Exhibit A

### TASK 4: VISIONING, GOALS, OBJECTIVES AND PERFORMANCE MEASURES

#### *Subtask 4.1 - Website*

HDR will work with AAMPO to develop content to be hosted on the AAMPO.org website for the public to learn more about the project, provide input on an interactive comment mapping tool using Zoho, and provide general feedback. HDR will develop all content and graphics, provide an iframe for the comment mapping tool, and coordinate with the AAMPO webmaster to develop and maintain the website. Zoho will also serve as the comment and contact database that will import and track email, web, and in-person comments. HDR will build a straightforward comment mapping tool for commenters to drop pins on key locations of interest and add location-based ideas and concerns. All web comments will be automatically emailed to the project team.

This task includes the following items:

- Initial launch content document and graphics
- Zoho comment mapping tool iframe code and maintenance for two (2) years
- Zoho comment database
- Monthly comment reports

This task includes the following assumptions:

- One draft and final content document, delivered in a Word document and reviewed electronically for up to one week.
- AAMPO will provide all site maintenance and updates.
- All data stored in Zoho is subject to Zoho's terms and conditions:  
<https://www.zoho.com/terms.html>

#### *Subtask 4.2 – Program Branding*

HDR will develop a program guide that will include a brand name and logo. One in-person branding exercise meeting lasting up to two hours will be held to discuss potential brand names, visual identity (color schemes, typography). Based on the outcome of the brand exercise meeting, HDR will submit two to three brand options electronically for AAMPO for review and selection. The overall project brand will be developed with the need to develop goal area sub-brands in mind.

This task includes the following items:

- *One (1) in-person branding exercise meeting*
- *One (1) LRTP brand guide*
- *Standard project templates: Standard Word document, PowerPoint presentation, handout, boards, postcard, email template, agenda, summary*

#### **Assumptions**

- *Assume one (1) LRTP round of electronic review for short list of brand concepts*
- *Up to four (4) HDR staff will attend the in-person brand exercise meeting*

#### *Subtask 4.3 – Informational Videos*

HDR will develop one, 2-D vector informational video approximately 60 to 90 seconds in

## Exhibit A

length. The videos will launch before, or in tandem with, the Visioning Open House Meeting. The website will be updated to include the videos and will roll out via AAMPO social media.

This task includes the following items:

- One (1) video communication plan, which capture the communication objectives, audience and script for the videos
- One (1) storyboards
- One (1) draft videos
- One (1) final produced set of videos
- Four (4) production team agendas and meeting summaries
- One (1) website update and social media content document

This task includes the following assumptions:

- Four production team meetings will be held. It is assumed that all meetings will be held via conference call established by HDR.
  - Meeting 1: Kick-off
  - Meeting 2: Draft review of video communication plan
  - Meeting 3: Draft review of storyboard
  - Meeting 4: Review of the Draft video
- It is assumed that the HDR video manager, producer and project manager will attend each meeting.
- Draft deliverables will be sent electronically two (2) days in advance of review meetings. Draft videos will be shared via a link on Wistia video services.
- The new project branding will be used. Credits will include the AAMPO logo/acknowledgments.
- HDR will purchase single-use licenses for any stock assets (audio, graphics, and video) used in the production of the final deliverables. Upon request, HDR will provide AAMPO with a complete list of purchased assets and associated vendors. Asset Licensing may not be transferred from HDR to AAMPO
- Graphics will be developed using Adobe Creative Suite (InDesign, Illustrator, Photoshop, etc.) or purchased through an online stock asset vendor.
- HDR will acquire voice-over narration through a vendor.
- The Client will provide all edits to script, storyboard, draft video and final video during each production meeting; these meetings will be live edits/reviews.

### *Subtask 4.4 – Visioning Open House Meeting*

HDR will provide support for a Visioning Open House Meeting to solicit input on the goals and vision of the project. The meeting will follow an open house format with a short presentation at the beginning of the meeting. HDR will be responsible for developing a meeting plan that will include meeting logistics, staff and responsibilities, supplies, printing information, talking points, room layout and venue information. HDR will prepare all outreach including a press release, social media post, website update, email invitations, and direct mail invitation. HDR will be responsible for developing, designing and printing a handout, up to 8 display boards, interactive exercises, presentation, 10 table top scroll maps, comment forms and collateral materials.

## Exhibit A

This task includes the following items:

- Meeting Plan
- Outreach (press release, social media posts, email invitation and reminder, direct mail invitation)
- Website update content document
- Meeting Materials (presentation, 11x17 handout, up to 8 display boards, interactive exercises, 10 table top scroll maps, comment forms, presentation collateral materials)

This task includes the following assumptions:

- AAMPO will be responsible for providing the venue
- AAMPO will be responsible for distributing the press release and posting social media.
- AAMPO will be responsible for posting the website update.
- HDR will have up to three (3) staff attend the Visioning Open House Meeting
- Assumes the Visioning Open House Meeting will be no more than 2 hours in length and held during the early evening.
- No refreshments will be provided.

### *Subtask 4.5 – Visioning On-Line Open House*

HDR will develop an interactive online meeting that will expand the reach of the Visioning Open House Meeting and provide an opportunity for the public to provide their input online at any time. The Arc GIS storymap online meeting will be hosted using ESRI and will replicate the in-person public meeting, using the display boards content with supplemental text, Zoho comment mapping tool and videos. The online meeting will also have a Zoho form to submit feedback regarding the vision.

HDR will conduct a planning, design, and development process in tandem with the open house as follows:

1. Develop content for AAMPO review
2. Develop and launch Arc GIS storymap site

This task includes the following items:

- One (1) content document of the online meeting
- One (1) online meeting mockup

This task includes the following assumptions:

- Assume one week of review for content and storymap site.

### *Subtask 4.6 – Vision Statement*

HDR will develop a vision statement for the plan based on input from staff, AAMPO Technical Committee and the public. The vision statement will be used to guide the development of the LRTP.

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### *Subtask 4.7 – Goals and Objectives*

HDR will develop goals & objectives working with AAMPO staff using the information gathered during the public engagement. The goals & objectives will be based on the vision statement, FAST-Act goal areas and the planning factors in 23 U.S.C 135 (d)(1).

### *Subtask 4.8 –Performance Measures*

HDR will develop locally tailored system performance measures with input from AAMPO staff to supplement the national performance measures. The AAMPO has adopted targets for Federally-required performance measures and these measures and targets will be continued in the LRTP. Additional local performance measures will be included if directed by the MPO Policy Committee. The performance measures will inform the development of the project prioritization process. The prioritization metrics will be tied to the goals & objectives and the system performance measures.

### *Subtask 4.9 – Present to Transportation Policy Committee*

HDR will present the vision, goals & objectives and performance measures to the AAMPO Transportation Policy Committee for their review and input. It is assumed that up to two (2) HDR staff will be in attendance at the presentation.

### *Subtask 4.10 – Goal Area Sub-Brands Update*

Once goal areas are identified, HDR will develop up to 6 sub-brands to promote each topic. The sub-brand will include logos with a cohesive visual identity with the program brand.

This task includes the following items:

- Up to six (6) sub-brand logos

This task includes the following assumptions:

- Assume one (1) LRTP round of electronic review

### *Subtask 4.11 – Goal Area Promotional Videos*

HDR will develop up to six, 2-D vector promotional videos approximately 15 to 20 seconds in length. The videos will be timed to launch with the launch of the goal area topics. The promotional videos will be uploaded to the website and will roll out via AAMPO social media channels.

This task includes the following items:

- One (1) set of storyboards
- Six (6) draft videos
- Six (6) final produced set of videos
- Two (2) production team agendas and meeting summaries
- One (1) website update and social media content document

This task includes the following assumptions:

- Two production team meetings will be held. It is assumed that all meetings will be held via conference call established by HDR.

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- Meeting 1: Draft review of storyboards
- Meeting 2: Review of Draft videos
- It is assumed that the HDR video manager, producer and project manager will attend each meeting.
- Draft deliverables will be sent electronically two (2) days in advance of review meetings. Draft videos will be shared via a link on Wistia video services.
- The new project branding will be used. Credits will include the AAMPO logo/acknowledgments.
- HDR will purchase single-use licenses for any stock assets (audio, graphics, and video) used in the production of the final deliverables. Upon request, HDR will provide AAMPO with a complete list of purchased assets and associated vendors. Asset Licensing may not be transferred from HDR to AAMPO
- Graphics will be developed using Adobe Creative Suite (InDesign, Illustrator, Photoshop, etc.) or purchased through an online stock asset vendor.
- No narration will be included with these videos, in place of on-screen text.
- The Client will provide all edits to script, storyboard, draft video and final video during each production meeting; these meetings will be live edits/reviews.

### ***Deliverables:***

- *Initial Engagement Products (subtasks 4.1, 4.2, 4.3)*
- *Visioning Open House and Online Meeting*
- *Goals, Objectives, Performance Measures Technical Document (subtasks 4.6, 4.7, 4.8, 4.9)*
- *Goal Area Engagement Products (subtasks 4.10, 4.11)*

### ***Assumptions:***

- *One round of review (electronic) by the AAMPO for up to one week on the Goals, Objectives, Performance Measures technical document.*

## Exhibit A

### **TASK 5: TRAVEL DEMAND MODEL DEVELOPMENT AND APPLICATION**

This task will involve a combination of work between HDR, Iowa DOT and AAMPO staff. The following section provides a brief description of the work associated with each travel model development and application subtask, and the organization with primary responsibility for completing that task.

#### *Subtask 5.1 – Base Year Model Development*

HDR will assist the AAMPO in the development of the base year travel demand model. This subtask will include the following model development work items and responsibilities:

- Update socio-economic (SE) data. HDR will provide advice and oversight only. Primary responsibility: AAMPO.
- Update base model network. HDR will provide advice and oversight only, including assistance incorporating traffic counts into the model network. Primary responsibility: AAMPO.
- Update transit model network. HDR will provide advice and oversight only. Primary responsibility: AAMPO.
- Other base year model development tasks will be coordinated between AAMPO and Iowa DOT. It is assumed that HDR will provide advice, oversight, and error checking. These other major model elements to be developed by AAMPO or Iowa DOT staff, include (but are not limited to): external analysis, intersection delay coding, INRIX speed data, parcel data processing, Roadway Asset Management System (RAMS) data joined to network files, and truck model validation. Primary responsibility: AAMPO.
- Validate and calibrate the base year roadway model will be AAMPO responsibility. HDR will provide guidance on validation approach and review validation activities performed by Iowa DOT and AAMPO staff. It is assumed that HDR staff will not be performing the validation. Primary responsibility: AAMPO/HDR.
- It is assumed that HDR will calibrate the mode choice model through our on-call contract with Iowa DOT. HDR will provide the mode choice parameters and scripting updates required to the Iowa Standardized Model Structure (ISMS) as a part of that work outside of the LRTP Update.

#### *Subtask 5.2 – Future Year 2045 Model Development*

HDR will assist the AAMPO with the development of the future year 2045 travel demand model development. This subtask will include the following model development work items and responsibilities:

- Update 2045 socio-economic data. Coordinate with RDG and Ames planning staff to identify a regional growth total from Comprehensive Plan, and other agencies for potential regional growth areas through 2045. This will involve AAMPO creating the appropriate 2045 SE data files (PARCEL file) for the Ames model traffic analysis zone (TAZ) structure. It is assumed that HDR will provide advice and oversight only, and that AAMPO will implement the future 2045 parcel-based land use scenario for the model. Primary responsibility: AAMPO.



## Exhibit A

- Develop and code the existing-plus-committed (E+C) network scenario, incorporate the 2045 SE data file, test and provide a final 2045 E+C model run. It is assumed that AAMPO will identify the projects required, and HDR staff will code those projects into the model. Primary responsibility: HDR.
- Provide corridor-level traffic forecasts and route-level ridership forecasts. Primary responsibility: HDR.

### ***Deliverables:***

- *Base Year Model Development*
- *Future Year 2045 Model Development*

## Exhibit A

### **TASK 6: FUTURE SYSTEM PERFORMANCE**

#### *Subtask 6.1 – Future (E+C Network) Performance Evaluation*

HDR will analyze the 2045 E+C network projections from the travel demand modeling work outlined in Task 5. A planning-level v/c analysis will be conducted on 2045 E+C network projections.

HDR will conduct HCM based corridor planning-level analysis (with a methodology similar to ARTPLAN – Developed by Florida DOT which incorporates HCM Urban Streets methodology) on up to 20 miles of corridors.

NIN will develop a list of factors that will affect the ability of the transit, biking, and walking networks to function efficiently, and ways the region can make progress toward an efficient system. For example, density is good for transit, but only if development patterns are coordinated with transit service. The development of larger apartment complexes in the future has potential direct impacts on CyRide's business model. In the past, when such a development has opened, CyRide has been asked to provide service, but funding is often a challenge as CyRide's revenues do not increase as a result. Any larger developments and the associated fiscal impacts on CyRide will be documented. Data collection and measurement practices are also valuable ways to assess future system performance by all modes, but in particular, NIN will identify those measures that speak to the quality and accessibility of the walking and bicycling network.

HDR will work with jurisdictional staffs to estimate general pavement investment requirements with a simplified planning-level model using the Iowa Pavement Management Program performance curve. Based on NBI data and input from local and state staffs, a simple bridge investment model will be developed.

#### *Subtask 6.2 – Identify Potential Impactful Trends and Technologies*

HDR will conduct a baseline assessment of technology and trend assumptions based on existing research. An assessment of penetration of the of new mobility choices will be conducted including connected/autonomous vehicles, smart city, micro mobility, mobility-as-a-service and other emerging trends.

#### *Subtask 6.3 – Future Project Federal Funding Sources*

HDR will develop estimates of future funds that will be available to implement the LRTP through review of past Transportation Improvement Programs (TIPs), Capital Improvement Programs (CIPs), Iowa DOT financial planning guidance, and conduct interviews with local staff. This task includes the development of planning-level operations and maintenance (O&M) needs.

#### **Deliverables:**

- *Future System Performance Technical Memorandum (Subtasks 6.1 and 6.2)*
- *Future Funding Evaluation Technical Memorandum (Subtask 6.3)*

## Exhibit A

### **TASK 7: ALTERNATIVES & STRATEGY DEVELOPMENT**

This task involves the development and preliminary screening of the transportation alternatives and strategies for the LRTP including street, transit and bicycle/pedestrian alternatives. In this phase, alternatives will be developed at a planning level that accounts for general project/program characteristics (such as the number of lanes, intersection control type, locations of grade separations, trail extent, bike lane type, the general extent of bus service, technology features, etc.). The purpose of the alternatives and strategies development task is to provide a comprehensive list of projects, programs, strategies to address a given issue area, and to provide enough high-level details on each project/program to screen its potential performance effectively.

#### *Subtask 7.1 – Multimodal Alternatives and Strategies Development*

HDR will develop a range of alternatives and strategies through working with staff, the Technical Committee and the public. This will involve assigning specific strategies or improvement alternatives with each issue area.

#### *Subtask 7.2 – Refine Roadway Alternatives*

HDR will develop and refine roadway alternatives including determination of approximate lane configuration and location. Planning-level cost estimates will be developed based on locally-tailored unit costs.

#### *Subtask 7.3 – Refine Transit Alternatives*

N\N will create a final set of transit alternatives that could address unmet transit needs in Ames. This task will start with a workshop with CyRide to understand upcoming transit needs. The workshop will also inform N\N staff of CyRide's future funding outlook and any potential fiscal constraints. Cooperatively, N\N will develop and refine a series of transit alternatives that address potential mobility needs. One high-level concept map outlining potential improvements will be developed.

#### *Subtask 7.4 – Refine Bicycle and Pedestrian Alternatives*

To develop alternatives, N\N will first identify which projects from Ames Mobility 2040 have been completed. Then N\N will identify any new projects to add to the network maps for walking and bicycling using both the LTS analysis, pedestrian level of service, and community input. For example, where do desired links in the bicycle network overlap with opportunity streets, such places that are already low-stress? This assessment assumes that major street design changes are unlikely, and instead will use the low-stress links to connect existing bike facilities or serve major destinations and identify a few locations where a more aggressive approach can be recommended to make a key connection, particularly for bicyclists. For walking, are there developing areas of the city of opportunity pedestrian projects that can be tied into roadway projects? We will use this updated project list during community outreach in Task 7.5.

#### *Subtask 7.5 – Alternatives/Strategies Public Open House Meeting*

HDR will provide support for an Alternatives/Strategies Public Open House Meeting to provide an update to the public on project activities. The meeting will follow an open house format with a short presentation at the beginning of the meeting. HDR will be

## Exhibit A

responsible for developing a meeting plan that will include meeting logistics, staff and responsibilities, supplies, printing information, talking points, room layout and venue information. HDR will prepare all outreach including a press release, social media post, website update, email invitations, and direct mail invitation. HDR will be responsible for developing, designing and printing a handout, up to 8 display boards, table top scroll maps, interactive exercises, presentation and collateral materials.

This task includes the following items:

- Meeting Plan
- Outreach (press release, social media posts, email invitation and reminder, direct mail invitation)
- Website update content document
- Meeting Materials (presentation, 11x17 handout, up to 8 display boards, interactive exercises, 10 table top scroll maps, comment forms, presentation collateral materials)

This task includes the following assumptions:

- AAMPO will be responsible for providing the venue.
- AAMPO will be responsible for distributing the press release and posting social media.
- AAMPO will be responsible for posting the website update.
- HDR will have up to three (3) staff attend the Alternatives/Strategy Open House.
- Assumes the Alternatives/Strategy Open House will be no more than 2 hours in length and held during the early evening.
- No refreshments will be provided.

### *Subtask 7.6 – Alternatives/Strategies On-Line Open House*

HDR will develop an interactive online meeting that will expand the reach of the Alternatives/Strategies Open House and provide an opportunity for the public to provide their input online at any time. The Arc GIS storymap online meeting will be hosted using ESRI and will replicate the in-person public meeting, using the display boards content with supplemental text, Zoho comment mapping tool and videos, if desired. The online meeting will also have a Zoho form to submit feedback regarding the vision.

HDR will conduct a planning, design, and development process in tandem with the open house as follows:

1. Develop content for AAMPO review
2. Develop and launch Arc GIS storymap site

This task includes the following items:

- One (1) content document of the online meeting
- One (1) online meeting mockup

This task includes the following assumptions:

- Assume one week of review for content and storymap site.

## **Exhibit A**

### ***Deliverables:***

- *Alternatives and Strategies Development Technical Memorandum (Subtasks 7.12-7.4)*
- *Alternative/Strategies Open House and Online Meeting*

### ***Assumptions:***

- *One round of review (electronic) by the AAMPO for up to two weeks on the draft alternative and strategies development technical memorandum and up to one week on the final.*

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### TASK 8: ALTERNATIVES PROJECT ANALYSIS & FINANCIAL PLAN

#### *Subtask 8.1 – Alternatives Prioritization*

HDR will code and run the 2045 roadway and transit capacity alternatives in the TDM, built off of the E+C model. HDR will analyze the alternatives and strategies utilizing performance measures and feasibility. The prioritization will be tailored based on staff, the Technical Committee and public input. The alternatives will be prioritized into tiers of priorities.

#### *Subtask 8.2 – Develop a Financial Plan*

HDR will develop a financial plan that accounts for all projects and strategies in the LRTP using the future funding estimates identified in subtask 6.3. State and Federal funding levels on the state system will be included to the level that Iowa DOT provided funding information.

#### *Subtask 8.3 – Develop Short-Term, Mid-Term and Long-Term Plan*

HDR will develop a short-term, mid-term and long-term plan for the projects and strategies. HDR will create the 2045 LRTP model by coding in all of the fiscally-constrained 2045 LRTP network and route projects.

#### *Subtask 8.4 – Environmental Mitigation*

HDR will develop documentation that is a cursory overview of the potential environmental mitigation activities and provide guidance and materials to the AAMPO staff to agency consultation for their ability to comment on potential improvement activities in the area. This task will include development map for Environmental Justice and project analysis.

#### *Subtask 8.5 – Present to the Transportation Policy Committee*

HDR will present the fiscally-constrained plan to the AAMPO Transportation Policy Committee Meeting. It is assumed that one (1) HDR staff will attend the presentation.

#### ***Deliverables:***

- *Alternatives Prioritization Technical Memorandum (Subtask 8.1)*
- *Fiscally-Constrained Plan Technical Memorandum (Subtask 8.2 and 8.5)*

## Exhibit A

### TASK 9 - DOCUMENTATION

#### *Subtask 9.1 – Draft LRTP*

HDR will develop a concise draft LRTP which reference the technical and non-technical documents. The draft LRTP will be delivered at least 45-days before the delivery of the final version for public and agency review, as well as consultation partners, in a series of chapters. The following is a breakdown of the series:

- Series 1:
  - Chapter 1 – Introduction & Goals
  - Chapter 2 – Regional Trends
  - Chapter 3 – Existing System Performance
- Series 2:
  - Chapter 4 - Future Trends & Needs
  - Chapter 5 – Financial Plan
- Series 3:
  - Chapter 6 - Alternatives Development & Evaluation
  - Chapter 7 – Fiscally Constrained Plan
- Series 4:
  - Chapter 8 – Environmental Considerations
  - Chapter 9 – Public Engagement Process
  - Chapter 10 – FAST-Act Compliance

The series of chapters will be provided in native electronic file format.

#### *Subtask 9.2 – Final LRTP and Executive Summary*

HDR will develop a final LRTP which references the technical documents, addresses AAMPO staff comments, and fulfills all Federal requirements of 23 CFR §450.324 as it relates to the development of a “Metropolitan Transportation Plan.” The final LRTP document will be delivered at least two weeks before the last Ames Area MPO Transportation Policy Committee before October 12, 2020. The document will be provided in electronic format (native file format and a high-quality resolution Portable Document Format (PDF)). HDR will also provide the electronic files of the document maps and illustrations:

- maps in electronic format (ESRI ArcMap with shapefiles)
- illustrations in electronic format (Adobe Photoshop, Illustrator, or other editable file types)

#### *Subtask 9.3 –Present to Transportation Policy Committee*

HDR will present the draft plan at the AAMPO Transportation Policy Committee Meeting. It is assumed that one (1) HDR staff will attend the presentation.

#### ***Deliverables:***

- *Draft Plan Document*
- *Final Plan Document & Executive Summary*

**EXHIBIT B**

**TERMS AND CONDITIONS**



# HDR Engineering, Inc. Terms and Conditions for Consulting Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

## 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

## 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

## 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details,

Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

## 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. OWNER retains ownership of all such documents. CONSULTANT may retain copies of the documents for its information and reference in connection with the project. None of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

## 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **13. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## **14. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## **15. ALLOCATION OF RISK**

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## **16. LITIGATION SUPPORT**

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **17. NO THIRD PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

## **18. DISCLAIMER**

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

**EXHIBIT C**  
**COMPENSATION**

**Exhibit C**

**Ames Area Metropolitan Planning Agency  
2045 Long Range Transportation Plan Update  
6/19/2019**

**HDR STAFF HOUR TABULATION**

TASK	PM	Sr. Tran Plan	Eng II / PI Lead Sr. Env	Eng I / Plan II / GIS	Plan I / PI Coor	PI Designer	Engineer Intern	Control.	Total	
<b>0.0 Project Management</b>										
0.1 General Project Management	216	88			88			12	<b>404</b>	\$72,283
	<b>216</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>404</b>	\$72,283
<b>1.0 Project Initiation</b>										
1.1 Develop Project Management Plan	4	4	5		25	20		4	<b>62</b>	\$6,498
	<b>4</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>25</b>	<b>20</b>	<b>0</b>	<b>4</b>	<b>62</b>	\$6,498
<b>2.0 Data Collection</b>										
2.1 GIS Files		1		8	2				<b>11</b>	\$1,188
2.2 Traffic Data		1		4	12				<b>17</b>	\$1,540
2.3 Crash Data		1		2	12				<b>15</b>	\$1,329
2.4 Transit Data		1							<b>1</b>	\$188
2.5 Bicycle/Pedestrian Data		1							<b>1</b>	\$188
2.6 Pavement & Bridge Data		1		8	4				<b>13</b>	\$1,343
2.7 Study Reports		2			12				<b>14</b>	\$1,306
2.8 Community Transportation Survey	4	4	2		20	20			<b>50</b>	\$5,173
	<b>4</b>	<b>12</b>	<b>2</b>	<b>22</b>	<b>62</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>122</b>	\$12,254
<b>3.0 Existing System Performance</b>										
3.1 Existing Region Profile	2	4		8	20				<b>34</b>	\$3,585
3.2 Highway and Major Roadway Evaluation	4	8	8	16	60		80		<b>176</b>	\$16,797
3.3 Public Transportation Evaluation	2	4							<b>6</b>	\$1,190
3.4 Bicycle/Pedestrian Evaluation	2	4							<b>6</b>	\$1,190
3.5 Regional Connections Evaluation	2	6			24				<b>32</b>	\$3,426
3.6 System Performance Report	6	10		16	24	20			<b>76</b>	\$8,464
	<b>18</b>	<b>36</b>	<b>8</b>	<b>40</b>	<b>128</b>	<b>20</b>	<b>80</b>	<b>0</b>	<b>330</b>	\$34,652
<b>4.0 Visioning, Goals, Objectives and Performance Measures</b>										
4.1 Website	4	8	10		70	80			<b>172</b>	\$16,057
4.2 Overall Branding	2	4	10		25	40			<b>81</b>	\$7,939
4.3 Informational Video	8	6	12		40	80			<b>146</b>	\$14,506
4.4 Visioning Open House Meeting	16	30	16		80	50			<b>192</b>	\$21,839
4.5 Visioning Online Open House	8	4	15		40	40			<b>107</b>	\$11,102
4.6 Vision Statement	4	4			2				<b>10</b>	\$1,784
4.7 Goals & Objectives	4	8			16				<b>28</b>	\$3,620
4.8 Performance Measures	4	16			40				<b>60</b>	\$6,984
4.9 Present to Policy Committee	8	8							<b>16</b>	\$3,257
4.10 Goal Area Sub-Brands	2	4	2		8	20			<b>36</b>	\$3,804
4.11 Goal Area Information Video	8	4	10		40	90			<b>152</b>	\$14,716
	<b>68</b>	<b>96</b>	<b>75</b>	<b>0</b>	<b>361</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>1000</b>	\$105,609
<b>5.0 Travel Demand Model Development and Application</b>										
5.1 Base Year Model Development		16		72					<b>88</b>	\$10,608
5.2 Future Year 2045 Model Development		8		56					<b>64</b>	\$7,416
	<b>0</b>	<b>24</b>	<b>0</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>	\$18,024
<b>6.0 Future System Performance</b>										
6.1 Future System Performance Evaluation	4	12		16	32		24		<b>88</b>	\$9,396
6.2 Identify Potential Impactful Trends/Tech	8	32			16				<b>56</b>	\$9,008
6.3 Future Project Federal Funding Sources	4	12			32				<b>48</b>	\$5,612
	<b>16</b>	<b>56</b>	<b>0</b>	<b>16</b>	<b>80</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>192</b>	\$24,016
<b>7.0 Alternatives &amp; Strategy Development</b>										
7.1 Multimodal Alternatives and Strategies Dev	8	8			40				<b>56</b>	\$6,357
7.2 Refine Roadway Alternatives	4	8					64		<b>76</b>	\$7,965
7.3 Refine Transit Alternatives	2	4							<b>6</b>	\$1,190
7.4 Refine Bicycle/Pedestrian Alternatives	2	4							<b>6</b>	\$1,190
7.5 Alternatives/Strategies Open House	16	12	8	12	80	32			<b>160</b>	\$17,078
7.6 Alternatives/Strategies On-Line Open House	8	4	8		40	40			<b>100</b>	\$10,142
	<b>40</b>	<b>40</b>	<b>16</b>	<b>12</b>	<b>160</b>	<b>72</b>	<b>64</b>	<b>0</b>	<b>404</b>	\$43,923
<b>8.0 Alternatives Project Analysis &amp; Financial Plan</b>										
8.1 Alternatives Prioritization	4	12		40	24				<b>80</b>	\$9,215
8.2 Develop Financial Plan	4	8			24				<b>36</b>	\$4,240
8.3 Develop Short, Mid and Long Term Plan	2	8		24	12				<b>46</b>	\$5,406
8.4 Environmental Mitigation	4	8	24		40				<b>76</b>	\$8,771
8.5 Present to Transportation Policy Committee	12								<b>12</b>	\$2,630
	<b>26</b>	<b>36</b>	<b>24</b>	<b>64</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	\$30,262

**Exhibit C**

**9.0 Documentation**

9.1 Draft LRTP

Series 1	4	24		40	6			<b>74</b>	\$9,004
Series 2	4	16		24	6			<b>50</b>	\$6,260
Series 3	4	24		32	6			<b>66</b>	\$8,384
Series 4	4	24		40	6			<b>74</b>	\$9,004

9.2 Final LRTP and Exective Summary

9.3 Present to Transportation Policy Committee

8	16	6		70	6			<b>106</b>	\$11,525
8								<b>8</b>	\$1,753
<b>32</b>	<b>104</b>	<b>6</b>	<b>0</b>	<b>206</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>378</b>	<b>\$45,930</b>

**TOTAL HOURS**

424	496	136	282	1210	562	168	16	3294
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**Ames Area Metropolitan Planning Agency  
2045 Long Range Transportation Plan Update**

**HDR FEE SUMMARY**

**I. ESTIMATED DIRECT LABOR**

CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST
Project Manager	424	\$76.61	\$32,483
Senior Transportation Planner	496	\$65.70	\$32,587
Engineer II / PI Lead / Senior Environmental Scientist	136	\$47.92	\$6,517
Engineer I / Transportation Planner II / GIS	282	\$36.90	\$10,406
Transportation Planner / PI Coordinator	1210	\$27.09	\$32,779
Public Involvement Designer	562	\$30.06	\$16,894
Engineer Interns (EI)	168	\$30.50	\$5,124
Controller	16	\$46.02	\$736
<b>TOTAL DIRECT LABOR COST</b>	<b>3294</b>		<b>\$137,526</b>

**II. Payroll Burden and OH Costs (Prime Only)**

Overhead =	155.44%	\$213,770
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**III. Direct Project Expenses**

	QUANT	UNIT	UNIT COST	TOTAL COST
General Photocopies	1000	Sheets	\$0.08	\$80
Travel Rental Car	12	Day	\$100.00	\$1,200
Travel -Per Diem	21	Day	\$55.00	\$1,155
Travel - Hotel	9	Day	\$94.00	\$846
Travel - Airline	2	Trips	\$800.00	\$1,600
Plots - 11x17	200	Sheets	\$0.08	\$16
Plots - 11x17 Color	200	Sheets	\$0.27	\$54
Zoho	2	Years	\$240.00	\$480
Video Narration	1	Lump Sum	\$500.00	\$500
Display Boards	25	Each	\$85.00	\$2,125
Handouts	400	Each	\$1.80	\$720
Website Domain	1	Each	\$40.00	\$40
ETC Institute	1	Lump Sum	\$15,000	\$15,000
Facilities Cost of Capital	\$137,526	Direct Labor	0.55250%	\$760
<b>TOTAL ESTIMATED DIRECT EXPENSE</b>				<b>\$24,576</b>

**IV. Estimated Actual Costs (I + II + III), Rounded**

\$375,872

**V. FIXED FEE**

12% x (I + II) - FCOC

\$41,396

**VI. Unauthorized Contingency (0% x (I + II + III))**

\$0

**VII. Subconsultant Expenses**

Nelson\Nygaard	\$77,641
<b>TOTAL SUBCONSULTANT EXPENSES</b>	<b>\$77,641</b>

**VIII. Cost Plus Fixed Fees Agreement Total (IV + V + VI + VII)  
(Maximum Amount Payable)**

**\$494,909**

**Exhibit C**

**Deliverables Fixed Fee Table**

<b>Task(s)</b>	<b>Deliverable</b>	<b>HDR Labor</b>	<b>HDR Expense</b>	<b>N\N Labor</b>	<b>N\N Expense</b>	<b>Total</b>
0.1	**Monthly progress reports, invoices, meeting notes	\$72,283	\$1,063	\$2,962		\$76,308
1.1	Project Management Plan	\$6,498	\$0	\$1,910		\$8,408
2.1 - 2.7	Data Collection Technical Memorandum	\$7,081	\$0	\$10,745	\$985	\$18,811
2.8	Community Transportation Assessment Survey	\$5,173	\$15,000	\$0		\$20,173
3.1	Existing Regional Profile Tech Memo	\$3,585	\$0	\$0		\$3,585
3.2 - 3.6	Existing System Performance Tech Memo	\$31,068	\$0	\$23,861		\$54,929
4.1 - 4.3	Initial Engagement Products	\$38,502	\$1,020	\$0		\$39,522
4.4, 4.5	Visioning Open House and Online Meeting	\$32,941	\$3,247	\$0		\$36,188
4.6 - 4.9	Goals, Objectives, PM Tech Memo	\$15,645	\$222	\$0		\$15,867
4.10, 4.11	Goal Area Engagement Products	\$18,521	\$0	\$0		\$18,521
5.1	Base Year Model Development	\$10,608	\$0	\$0		\$10,608
5.2	Future Year 2045 Model Development	\$7,416	\$0	\$0		\$7,416
6.1, 6.2	Future System Performance Tech Memo	\$18,404	\$0	\$4,313		\$22,717
6.3	Future Funding Evaluation Tech Memo	\$5,612	\$0	\$0		\$5,612
7.1 - 7.4	Draft Alt & Strat Development Tech Memo	\$16,703	\$0	\$26,544	\$985	\$44,232
7.5, 7.6	Alt / Strat Public Open House & Online Mtg	\$27,220	\$2,822	\$4,351	\$985	\$35,378
8.1	Alternatives Prioritization Tech Memo	\$9,215	\$0	\$0		\$9,215
8.2 - 8.5	Fiscally-Constrained Plan Tech Memo	\$21,047	\$222	\$0		\$21,269
9.1	Draft LRTP - Series 1	\$9,004	\$0	\$0		\$9,004
9.1	Draft LRTP - Series 2	\$6,260	\$0	\$0		\$6,260
9.1	Draft LRTP - Series 3	\$8,384	\$0	\$0		\$8,384
9.1	Draft LRTP - Series 4	\$9,004	\$0	\$0		\$9,004
9.2, 9.4	Final LRTP / Executive Summary & Present to Policy Comm	\$13,278	\$222	\$0		\$13,500
<b>TOTAL:</b>		<b>\$393,452</b>	<b>\$23,816</b>	<b>\$74,686</b>	<b>\$2,955</b>	<b>\$494,909</b>

\*\* Item billed quarterly

ITEM#: 19  
DATE: 06-25-19

**COUNCIL ACTION FORM**

**SUBJECT:**           **ENGINEERING FOR TRIPP STREET EXTENSION**

**BACKGROUND:**

The City of Ames was working with J-Corp to advance a partnering agreement for development of the former Ames Middle School site at 321 State Avenue. As a part of working towards this agreement, J-Corp retained FOX Engineering to design plans for the potential subdivision layout and infrastructure elements. In early 2018, it was decided that an agreement would not be pursued any further. City of Ames Engineering staff was then asked to develop plans and specifications for the extension of Tripp Street through the site.

Following completion of the Tripp Street paving project, FOX Engineering requested a meeting with City staff to discuss similarities between the City's Tripp Street design and the FOX design for the overall subdivision and infrastructure. The roadway alignment followed existing storm sewer and the vertical profile of the City plans matched those of FOX. As such, elements such as pedestrian ramp design matched, as well.

Both plans also included a pond and storm sewer at the lower east side of the project. While the pond in the City plans was for providing roadway fill for the project rather than specifically utilized for stormwater management, it was identical to the stormwater system designed by FOX. Although other elements such as the western part of the storm sewer system and the water main design did not directly match the FOX plans, it was pointed out that these elements needed to be designed along with the engineering effort for those components that were a match between the two designs.

As such, FOX has submitted timesheets showing its staff's effort for project components such as preliminary plat, preliminary design, stormwater management, survey and construction plans, which totals \$57,339.05. Since FOX's client on this project was J-Corp, not the City, an agreement has been drafted which provides for payment to J-Corp, which will subsequently transfer these funds to FOX. In turn, the City would own the work product outright and have it available for use on additional elements and phases as the project continues to move forward.

## **ALTERNATIVES:**

1. Approve an agreement with J-Corp and authorize payment to J-Corp of \$57,339.05 from unobligated General Obligation Bond funds. According to the terms of the agreement, J-Corp will transfer these funds to FOX Engineering.
2. Do not approve the agreement

## **MANAGER'S RECOMMENDED ACTION:**

This is an unusual situation, in which City staff is recommending the payment of funds for a work product it did not originally commission. Although the City does not have a contractual or legal obligation to pay these funds, it is in keeping with the City's commitment to the highest integrity that these plans be paid for. While there was no intent by City staff for unauthorized use of the FOX plans, certain elements in the City plans were direct matches with the design effort from FOX Engineering.

FOX staff has expressed that they understand why City staff felt warranted in using these components of FOX's design. However, FOX has rightly pointed out the overall effort required by their staff in the project design in order that these elements were accessible to City staff. Because the initial project relationships were between the City and J-Corp and then J-Corp and FOX, payment for the design effort of \$57,339.05 will be made to J-Corp and then transferred to FOX. The agreement and payment will then allow the City to utilize any additional design components as site development continues. Funding for this payment will come from unobligated G.O. Bond savings.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.



**AGREEMENT AND RELEASE BETWEEN  
THE CITY OF AMES, IOWA, JCORP, INC., AND FOX ENGINEERING, INC.**

This agreement is entered into by the parties on this \_\_\_\_\_ day of June, 2019:

WHEREAS, the City of Ames, Iowa is a municipal corporation, JCorp, Inc. is a real-estate developer, and FOX Engineering, Inc. is an engineering firm; and,

WHEREAS, JCorp was, at one time, was working toward an agreement to be the developer for a proposed housing project on City-owned property at 321 State Avenue, and had certain engineering plans prepared for the project by FOX Engineering; and,

WHEREAS, a dispute has arisen regarding whether the City relied on a portion of FOX Engineering's engineering plans in subsequent work on the property by the City; and

WHEREAS, the parties wish to settle this dispute in an equitable and fair manner to all three parties;

THEREFORE, the parties agree to the following:

1. The City of Ames will make payment of \$57,339.05 to JCorp.
2. JCorp will, in turn, pay the full \$57,339.05 to FOX Engineering.
3. FOX Engineering agrees to transfer all work product, hard copy and electronic, for the 321 State Avenue project to the City of Ames. The City of Ames owns the entire work product and may use or transfer its use at the City's discretion.
4. For the consideration set forth herein, FOX Engineering and JCorp hereby release the City of Ames, former and current members of the Ames City Council, City's department managers, and other employees, and City's other officers, agents, insurers, and other representatives of any kind, from any and all claims, demands, rights, liabilities and causes of action of any kind or nature, known or unknown, that arose prior to the Effective Date of this Instrument regarding the City's alleged prior use of the FOX Engineering plans referenced above. This release specifically includes, but is not limited to, a release of any and all claims pursuant to federal, state, or local statutes, laws or regulations of any kind, including any common law causes of action, such as claims for invasion of privacy, defamation, breach of express or implied contract, any tort, and any other claim.

*Signatures on next page*

The parties, by their signatures below, hereby indicate agreement with the above:

\_\_\_\_\_  
John A. Haila, Mayor  
CITY OF AMES

ATTEST: \_\_\_\_\_  
Diane Voss, City Clerk

\_\_\_\_\_  
Duane E. Jensen, P.E., Principal  
JCORP, INC.

\_\_\_\_\_  
Keith Hobson, P.E., President  
FOX ENGINEERING, INC.

**COUNCIL ACTION FORM**

**SUBJECT: CONTRACT FOR RESOURCE RECOVERY PLANT HAULING TO THE BOONE COUNTY LANDFILL AND RELATED SERVICES**

**BACKGROUND:**

This contract includes furnishing equipment and the hauling of materials that cannot be processed into refuse derived fuel (RDF) from the Resource Recovery Plant (RRP) to the Boone County Landfill. The FY 2019/20 budget includes \$340,000 for this work.

The contract is based on a per-mile, per-ton bid amount, and a round trip distance of 36 miles per trip. There is a provision in the contract to allow longer hauls, up to 120 miles round trip, as well as a provision to cancel the contract if this type of service is no longer needed because of a change in disposal procedures.

The contract period is from July 1, 2019 through June 30, 2021, with the option of three 12-month extension periods contingent upon approval. The contract price is adjustable monthly throughout the contract term if diesel fuel is at or above \$5.00 per gallon or below \$2.00 per gallon. This is based on the published index for monthly diesel fuel prices from the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region, for the first Monday of the month.

Waste Management of Iowa, Inc. was the single bidder at \$14.14. At this rate, the annual cost is projected to be approximately \$275,000

**ALTERNATIVES:**

1. Accept the bid and award the contract for the FY2020 hauling and related services for RRP to Waste Management of Iowa, Inc. at the base rate of \$14.14 per ton.
2. Reject the bid and attempt to obtain hauling and related services on an as-needed basis.

**MANAGER'S RECOMMENDED ACTION:**

Landfill hauling and related services are an important part of RRP operations. Staff has analyzed the single bid and finds it in keeping with prior contracts.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the bid and awarding the contract for FY 2019-20 and 2020-21 hauling and related services for RRP to Waste Management of Iowa, Inc.

**BID FORM**

Name of Bidder Waste Management of Iowa, Inc.

To the City of Ames, Iowa:

Pursuant to and in compliance with the notice of bids and the instructions to bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver, F.O.B. Ames, Iowa, the services/equipment/materials as specified in the requirements forming a part of these contract documents and in accordance with addenda numbers \_\_\_\_, \_\_\_\_, & \_\_\_\_ for the following prices.

**HAULING: RESOURCE RECOVERY PLANT TO BOONE COUNTY LANDFILL**

**PRICE:** The undersigned offers and agrees to furnish all labor, equipment, materials, supervision, insurance, transportation, and other components necessary to furnish and maintain semi-truck with walking-floor trailer at the City of Ames Resource Recovery Plant, and to haul materials in said semi-tractor/trailer from the Resource Recovery Plant to the Boone County Landfill and/or other locations as directed, in accordance with City of Ames requirements.

<b>BID AMOUNT PER MILE PER TON:</b>	<b>\$ 14.14</b>	Subject to 3.5% increase to be applied annually on anniversary date
<b>MINIMUM LOAD FEE:</b>	<b>\$ 145.00</b>	Subject to 3.5% increase to be applied annually on anniversary date

**ALTERNATES:**

1. Additional cost to add (a sixth trailer) in addition to the base bid.      \$ 0.00
2. Additional cost to add (a seventh trailer) in addition to the base bid.      \$ 1,833.33/Month (Assumes award of full 60 months opportunity)
3. Change in cost to have yard tractor kept on site to move trailers at RRP instead of a regular day tractor.      \$ No bid
4. Additional cost to add second tractor on site to move trailers.      \$ 0.00
5. Reduction in Per/Ton cost for having to use roll off boxes due to unviability of contractor's equipment.      \$ We will waive the minimum load fee if you have to use roll off boxes due to the unviability of our equipment.

Contacts & phone number(s) to move semi-truck/trailer between the hours of 4 a.m. and 4 p.m.

Jamie Fyler - 515-865-4902

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**EQUIPMENT:** The undersigned contractor agrees to provide the following equipment, or intends to acquire, for use under this contract if awarded this contract:

Provide all the same equipment we currently use in our existing agreement for this service and have on site at the Arnold O. Chantland Resource Recovery Plant, plus commit to buying two new trailers in the second year of a new Contract term.
---


**SUBCONTRACTORS/BACK-UP OPERATORS:** The bidder certifies that the following arrangements have been made for back up operators and/or equipment if awarded this contract:

- NA -

The undersigned bidder certifies that this proposal is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the contract documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the contract documents prepared by the City of Ames, Iowa, the provisions of the latter shall prevail.

The contractor shall not include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free.

Company Name of Bidder	Waste Management of Iowa, Inc.
Address of Bidder	210 Freel Dr,
City, State, & Zip Code	Ames, IA 50010
Signature of Authorized Agent	
Printed Name and Title	Ammon Taylor, Municipal Marketing Manager
Telephone Number	515-361-0008
Fax Number	
E-mail Address	ataylo23@wm.com

**Check appropriate box:**

<input type="checkbox"/> Individual/Sole Proprietor	<input checked="" type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/Estate Single-Member LLC
<input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) _____				
Note: For single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.				
<input type="checkbox"/> Other _____	Taxpayer Identification Number (TIN) <u>42-0824220</u>			

**COUNCIL ACTION FORM**

**SUBJECT:** PURCHASING A NEW RADIO SYSTEM

**BACKGROUND:**

For several year's City staff has been working to replace the existing and aging voice radio system that serves all City departments and most of the public entity radio users in Story County, including all emergency responders. The City Council has received periodic updates on the process and has provided approval when needed. In December 2018, Council authorized the City's participation in StoryComm, an entity created by a 28E Agreement with Iowa State University, Story County, and the Story County 911 Service Board to own and operate a new radio system. As part of that Agreement, Iowa State University's Procurement Services was delegated the task of developing an RFP, implementing a purchasing process, and negotiating a purchase contract. In February of 2019, Council authorized the City's representative on the StoryComm Board to move forward on a contract with RACOM Corp. of Marshalltown for a new radio system "if the terms and conditions of the contract remain within performance and financial expectations." The contract met those expectations and in May of 2019 StoryComm entered into a contract with RACOM.

The contract with RACOM covers construction of the radio system infrastructure (towers, tower equipment, radio consoles for the Communication Center, and similar equipment) and the purchase of the radios. The proposed budget and final contract budget are as follows:

<u>Item</u>	<u>Proposed Budget</u>	<u>Contract Budget</u>
Infrastructure	\$1,614,451	\$1,611,177
Radios	<u>\$ 728,427</u>	<u>\$ 728,427</u>
Total	\$2,342,878	\$2,339,604

These budget numbers reflect only City costs and not total contract costs (Iowa State and Story County costs are not included). There are also radio coverage, system performance, and service guarantees built into the contract that met the expectations of the development team. There are some additional project costs, including a consultant fee and a contingency fund, built into the total project costs that are not part of the RACOM contract. **The FY 2018-2019 and FY 2019-2020 CIP included funding sufficient to cover total project costs.**

Earlier this year, StoryComm issued an RFP for accounting services, but received no responses. As a result, Iowa State University agreed to serve as the fiscal agent for StoryComm and is preparing an agreement for consideration by the StoryComm Board. In the role of fiscal agent, Iowa State will receive invoices on behalf of StoryComm, pay those invoices, and then rebill the participating agencies for their share of the costs. Iowa State has established StoryComm accounts within their internal accounting system

to track funds. City staff anticipates that Iowa State will serve in this role into the future and that they will charge a fee for these services. Iowa State's initial proposal appears to be fair and equitable with a reasonable hourly rate, a not-to-exceed cap, and a processing fee that will eventually be passed on to radio subscribers. Until this agreement is finalized, StoryComm is using Iowa State accounting services on an interim basis.

Due to the interim nature of this accounting relationship, the Staff is requesting approval for the first radio payment to be made to Iowa State University, a StoryComm partner. Once StoryComm reaches a final agreement on accounting terms, these payments will be made pursuant to existing city purchasing policies and the final agreement for StoryComm accounting services.

The RACOM contract provides that the first invoices are due at, or shortly after, contract signing. Those first invoices from RACOM have arrived at Iowa State, and the City's share has been re-billed to the City. **The City's share is \$182,776 for infrastructure and \$166,329 for radios, for a total of \$349,105.**

These upfront payments will allow RACOM to order the equipment needed to begin building the system and the radios needed to communicate. As described previously, the structure of this process is unusual in that the City will be paying Iowa State University directly for the costs associated with StoryComm. Iowa State will then pay the outstanding invoices of StoryComm.

#### **ALTERNATIVES:**

1. Approve the payment of \$349,105 to Iowa State University to meet the City's current StoryComm obligation under the radio system contract with RACOM.
2. Do not approve the payment of \$349,105 to Iowa State University to meet the City's current StoryComm obligation under the radio system contract with RACOM and direct City staff to develop an alternative payment procedure.

#### **MANAGER'S RECOMMENDED ACTION:**

As a member of StoryComm, the City is obligated to meet the contractual obligations under the contract with RACOM and pay the other expenses reasonably associated with the ownership and management of the new radio system. Iowa State has proposed an efficient and appropriate method of accomplishing these tasks.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the payment of \$349,105 to Iowa State University to meet the City's current StoryComm obligation under the radio system contract with RACOM.

**COUNCIL ACTION FORM**

**SUBJECT:           PARKING LEASE FOR WELCH LOT T**

**BACKGROUND:**

On May 22, 2018, City Council approved a one-year extension to the lease of the lot located at 209 (known as the Welch Avenue Campustown Lot T) which is owned by Green Book LLC (Pizza Pit). Welch Lot T contains 29 spaces, including ten rented and 19 metered spaces. The City receives revenue from this lot through the leasing of the rental spaces and from the revenue from the meters. **The current lease expired at the end of May 2019, but has voluntarily been extended by the lessor.**

The owner of the property has agreed to a new three-year lease, keeping the majority of terms the same, only asking that the previous annual lease amount be increased by 5% (prior amount = \$15,142.05, which was set in May 2016). **The new rate would be \$15,900 per year** and would remain the same for all three years of the lease. The lease rate that Pizza Pit pays for their four reserved stalls will also increase by 5% to \$36.75 or \$1,764 annually.

The lease agreement also includes an option for an additional three-year extension. If the City chooses to enter into this extension, the new rate will increase by 6.6% to \$16,950 for each of the additional three years.

Also in the lease, **the City will pay for 63% of the taxes on the value of the land only, which based on the most current tax information (2017) equates to approximately 40.3% of the total annual property taxes that is estimated to be \$7,455 in the first year of the lease.** This provision was included in all previous lease agreements but has been updated to more accurately reflect current conditions as compared to 1994 when the lease originated. The expense for the City’s portion of the taxes and the annual lease rate is budgeted from the Parking Fund. The following tables summarize how the City’s portion of the taxes is to be calculated:

	<b>SQ.FT.</b>	<b>%</b>	<b>Valuation (2017)</b>	<b>%</b>
Building/Misc. Area =	6,017	37%	Land Value =	476,100 64%
Parking Lot Area =	10,340	63%	Building Value =	270,600 36%
Total Area =	16,357		Total Value =	746,700



Example Calculation:

$$\begin{array}{rcl} \text{City's Share} = & 63\% \times 64\% & = & 40.3\% \\ & \text{2017 Taxes} = & \$18,496.00 & \\ \hline & \text{City Share} = & & \$7,455 \end{array}$$

It should be noted that the agreement allows either party to cancel this agreement with 90-day notice.

**ALTERNATIVES:**

1. Approve the attached three-year lease agreement for the Welch Parking Lot T.
2. Do not approve a lease at this time and loose access to these spaces.

**MANAGER'S RECOMMENDED ACTION:**

The City Council should understand that expenses to maintain these 29 parking stalls exceed the anticipated revenue by approximately \$10,285 over each of the next three years. Given the recent Council action to remove parking spaces along Welch Avenue, it seems advisable to make sure that the parking spaces in this lot remain available to the public. In addition, the lot is used for several special events during the year and, therefore, is a critical parking asset for Campustown.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA, 50010; 515-239-5146  
Return document to: Ames City Clerk, 515 Clark Ave., Ames, IA, 50010

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**LAND LEASE  
WELCH AVENUE PARKING LOT**

**THIS LEASE AGREEMENT** is made and entered into effective the 1st day of June, 2019, by and between Green Book, LLC, hereinafter referred to as Lessor, and the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessee.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the following described real estate situated in Ames, Story County, Iowa, to wit:

The south 60 feet of Lot 24, Block 3 of Auditor's Plat of Blocks 3, 4, and 5  
Beardshear's Addition and Walter's Subdivision to Ames, Iowa,

as shown on the attached plat.

1. The term of this lease shall be for a period of three (3) years, commencing on June 1, 2019, and terminating on May 31, 2022.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned the following: \$15,900.00 per year, payable in monthly installments of \$1,325.00 per month, the first rent payment becoming due on the 1<sup>st</sup> day of June, 2019.

3. Lessee shall be entitled to possession on the first day of the term of this lease.

4. Lessee covenants and agrees to use and to occupy the leased premises only for a paved municipal parking lot.

5. Lessor covenants that its estate in said premises is fee simple absolute and that the Lessee, on paying the rent herein provided and performing all agreements by the Lessee to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the premises for the term of this lease free from molestation, eviction or disturbance by the Lessor or any other person or legal entity whatsoever.

Lessor shall have the right to mortgage all of its right, title and interest in said land at any time without notice, subject to this lease.

6. Lessee may, at its option, cause this lease to be extended for an additional term of three (3) years at a rental amount six and six tenths percent (6.6%) greater than stated in paragraph 2 above, all other agreements, terms and conditions to remain the same, except as noted in paragraph 12, below. The Lessee's option to extend the lease as aforesaid shall be exercised by enactment of a resolution of its city council to that effect and purpose. Written notice shall be given to Lessor upon enactment of a resolution not less than thirty (30) days prior to expiration.

7. All real estate taxes levied or assessed by lawful authority (but reasonably preserving Lessor's rights of appeal) against said real property shall be timely paid in full by Lessor. Beginning with the taxes first due and payable after the effective date of this lease, Lessee shall reimburse Lessor, upon being billed by Lessor, for the portion of the taxes attributable to the assessed value of the land only which is leased to Lessee. The property leased by Lessee is 63% of the square footage of the total parcel.

8. Special assessments shall be timely paid in full by the Lessor.

9. Except as to any negligence of the Lessor, Lessee shall protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Lessee or any person claiming through or under the Lessee.

10. This lease shall terminate upon expiration of the demised term; or if the option provided in paragraph 6 is exercised by Lessee, then this lease will terminate at the expiration of the option term. Additionally, either party shall have the right to cause this lease to terminate at any time upon ninety (90) days written notice to the other party.

11. Lessee may cause parking meters and/or other forms of parking control apparatus to be installed. Such parking control apparatus shall be removed by Lessee at Lessee's expense upon termination of this lease.

12. Lessee agrees to reserve up to a maximum of four (4) parking spaces on the leased premises for the exclusive use of the business which occupies the building on the other portion of this lot. The reservation of these parking spaces shall be at the rate of \$36.75 per space per month, with Lessee's option to increase the rate by the same percentage as in paragraph 6 above, beginning with approval of a three-year extension.

13. Notices shall be given to the respective parties hereto at the respective addresses as follows:

Green Book, LLC  
207 Welch Ave., Suite 201  
P.O. Box 1131  
Ames, IA 50014

City Clerk  
City of Ames, Iowa  
515 Clark Ave.  
Ames, IA 50010

unless either party notifies the other, in writing, of a different address.

14. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and signatures the day and year first above written.

**GREEN BOOK, LLC**

**CITY OF AMES, IOWA**

By: \_\_\_\_\_  
Douglas G. Pyle, Member/Manager

By: \_\_\_\_\_  
John A. Haila, Mayor

ATTESTED TO:

\_\_\_\_\_  
Diane R. Voss, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Mark O. Lambert, City Attorney

Attachment: Plat of Leased Area

STATE OF IOWA            )  
  )ss:  
COUNTY OF STORY        )

This instrument was acknowledged before me on this \_\_\_\_ day of June, 2012, by Douglas G. Pyle as Member/Manager of Green Book, LLC.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA            )  
  )ss:  
COUNTY OF STORY        )

On this \_\_\_\_ day of June, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019, and that John A. Haila and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**COUNCIL ACTION FORM**

**SUBJECT: REQUESTS FOR MIDNIGHT MADNESS**

**BACKGROUND:**

The annual Midnight Madness races will be held in the downtown area on Saturday, July 13. The event includes 5k, 10k, and kid runs, followed by a beer garden and activities near City Hall. An estimated 1,500 people will enter all races and approximately 1,000 spectators will be at the event. Organizers are requesting the following street and parking lot closures on Saturday, July 13 and Sunday, July 14, 2019:

On July 13 from 6:00 p.m. to 11:00 p.m. for the Midnight Madness races:

- Fifth Street, from Pearle Avenue to Douglas Avenue
- Douglas Avenue, from Fifth Street to Tenth Street
- Tenth Street, from Douglas Avenue to Clark Avenue
- Clark Avenue, from Tenth Street to Main Street
- Main Street, from Burnett Avenue to Northwestern Avenue
- Northwestern Avenue, from Main Street to Ninth Street
- Ninth Street, from Northwestern to Brookridge Avenue
- Ridgewood Avenue, from Brookridge Avenue to Sixth Street,
- Sixth Street, from Ridgewood Avenue to Northwestern Avenue

The following streets will be within the closed area, but are not part of the race route:

- Burnett and Kellogg Avenues, from Fifth Street to Tenth Street
- Sixth, Seventh, Eighth, and Ninth Streets, from Clark Avenue to Douglas Avenue
- Park Way

From 6:00 p.m. on July 13 to 1:00 a.m. on July 14 for post-race activities:

- Clark Avenue from Fifth Street to Sixth Street
- East City Hall Parking Lot (Lot N)

Parking spaces will need to be closed from 6:00 p.m. until 11:00 p.m. on July 13. Because the activities occur after 6:00 p.m., no loss of Parking Fund revenue will occur.

Midnight Madness is also requesting:

- A 5-day Class B Beer and an Outdoor Service Area for Parking Lot N. Alcohol will be served in a fenced-in area on July 13 from 8:00 p.m. to midnight
- A waiver of fees for electricity used in Lot N and in the Main Street Cultural District and waiver of cost for an electrical distribution box rental (approximately \$35 loss to the Electric Fund)
- A blanket Vending License and blanket Temporary Obstruction Permit
- Waiver of the fee for the Vending License (\$50 loss to the City Clerk's Office)

Public Works Traffic Division will provide barricades and traffic cones to facilitate this event. **This proposed route involves the crossing of the Union Pacific Railroad north-south single-track rail line at Ninth Street. Midnight Madness organizers will confer with UPRR in the days prior to race day to ensure the race schedule will not conflict with train traffic, and adjustments will be made to avoid train traffic if necessary.**

Midnight Madness organizers have also obtained a Noise Permit for this event. Event organizers will clean up the event on Sunday morning, with cleanup being completed by 1:00 p.m.

**ALTERNATIVES:**

1. Approve the requests for Midnight Madness on July 13-14, 2019, as outlined above, including a waiver of applicable fees.
2. Approve the requests as indicated above, but require reimbursement for the cost of electricity and the vending license.
3. Deny the requests for Midnight Madness and direct staff to work with organizers to find an alternate location for the event.

**CITY MANAGER'S RECOMMENDED ACTION:**

Midnight Madness has been held since 1979 and is a popular event that draws many competitors and spectators from a wide area to Ames Main Street. There have been no significant problems in the past with the arrangements requested above.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the requests for Midnight Madness on July 13-14, 2019, as outlined above, including a waiver of applicable fees.





May 21, 2019

Mayor John Haila and City Council Members  
c/o City Clerk  
515 Clark  
Ames, IA 50010

Dear John Haila and Council Members:

MIDNIGHT MADNESS has been around for 47 years. We feel that the race provides a vehicle for all levels of fitness. The race also creates a significant economic impact on Ames. This year's race is **July 13, 2019**.

In view of our long tradition as a contributor to the quality of life in Ames, we request a few things from the Ames City Council:

- Use of electrical outlets and distribution box AND waiver of the fees for both.
- Blanket Vending license for Lot N and a waiver of the fee for the license.
- Allow the water department to provide a water station on the course and use their water unit.
- Allow us to use water outlet on the North East side of City Hall to provide water to the runners.

The approximate number of people that enter all the races is 1,500. There are approximately 1,000 spectators. There are about 2,000 that will attend the Post-race Party, of which 900 will drink beer and 1,100 will drink soda or orange drink. Large quantities of food will be available (spaghetti, fruit, yogurt, etc.)

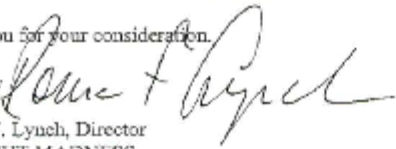
The average age of all runners is 35 years. Runners are generally a pretty docile group. As you know, we do a super job of cleaning up the area afterwards. **We request that we can have until 1:00 pm Sunday afternoon to have Main Street clean, 'no parking' signs removed and trash in a container and the Party area cleared.**

We have taken some precautions to see that no minors are served and that no one person consumes too much beer. The precautions that we will take at the MIDNIGHT MADNESS Post-Race Party are:

- A double fence will surround the beer truck and act as a barrier.
- There will be one entry and exit to the beer area.
- There will be 15 people to serve beer and check ages.
- Through a tag system, we can visibly tell ages easily.
- All guests wishing beer will be checked for age and tagged.
- We will provide an adequate supply of toilets at the site.
- We will have alternate drinks—soda and orange drink.
- We will do all we can to maintain control of the party and comply with City and State laws.

Thank you for your consideration.

Sincerely,

  
Roman F. Lynch, Director  
MIDNIGHT MADNESS  
515-231-9995



May 21, 2019

Mayor John Hails and City Council Members  
c/o City Clerk  
515 Clark  
Ames, IA 50010

Dear Mayor Hails and Council Members:

MIDNIGHT MADNESS has been around for 47 years. Many of the participants are from our City of Ames and, as such, have helped create a lot of excitement surrounding the Race. All parties involved were excited about how well the event went. We would like to have the Race downtown again this year. This year's race is **July 13, 2019**.

The following is a list of requests that we have of the City of Ames:

- Permission to allow parking behind Main Street and the west lot of City Hall.
- Use of cones.
- Use of the east lot of City Hall and that part of Clark Street in front of City Hall for our Post-race Party. We would use fencing for the beer area so that we can monitor ages (a separate request has been provided). We would provide Ky-bos, dumpsters, and trash cans to help maintain the integrity of the party. We will have live music. We would stay off the grass in front of City Hall. We would have the area totally cleaned up by 1 p.m. on Sunday.
- We request **NO PARKING ALLOWED** on Main Street from 6-11 p.m. (except from Kellogg to Duff) and on 5<sup>th</sup> Street from the City Hall to Douglas for the same time period.
- We would like to hood all parking meters for **NO PARKING** on Main Street.
- We would like certain roads and parts of roads closed from 6-11 p.m. We would allow traffic to cross the course and drive along the course if there are no runners on the course. **A list of these roads is attached.**
- We would like barricades laid out at certain intersections so that we can better control traffic. **A list of those intersections is attached.**
- **We would like to use the City water department and their equipment and their volunteers to serve as a water stop.**

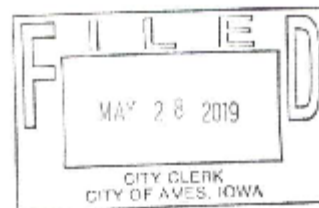
We with MIDNIGHT MADNESS wish to thank the City for their help in the past and with their help so far this year. We believe in doing the best we can to make this an experience that is positive for the runners and the City of Ames. It is with this in mind that we make this request.

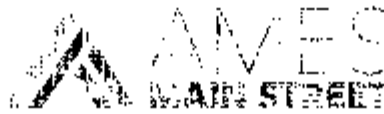
Sincerely,



Roman F. Lynch, Director  
MIDNIGHT MADNESS

2 Attachments





June 17, 2019

Mayor and City Council  
City of Ames  
515 Clark Ave  
Ames, IA 50010

Dear Mayor Hulla and Members of the Ames City Council,

Ames Main Street supports the 2019 Midnight Madness Road Race, which will be held the evening of July 13, 2019 throughout Downtown Ames. We also support the necessary closures as shown on the attached route map for the 5K, 10K, and 15K races.

By bringing residents to Downtown Ames for attractions such as this, Ames Main Street is able to fulfill its mission as a Main Street town community and create an economically vibrant downtown in which people want to live, dine, and enjoy entertainment and cultural offerings and experiences.

Midnight Madness is an Ames tradition, and one that Ames Main Street is proud to support. The event celebrates the unique characteristics that make Ames great and showcases Downtown Ames in a manner that benefits the entire community.

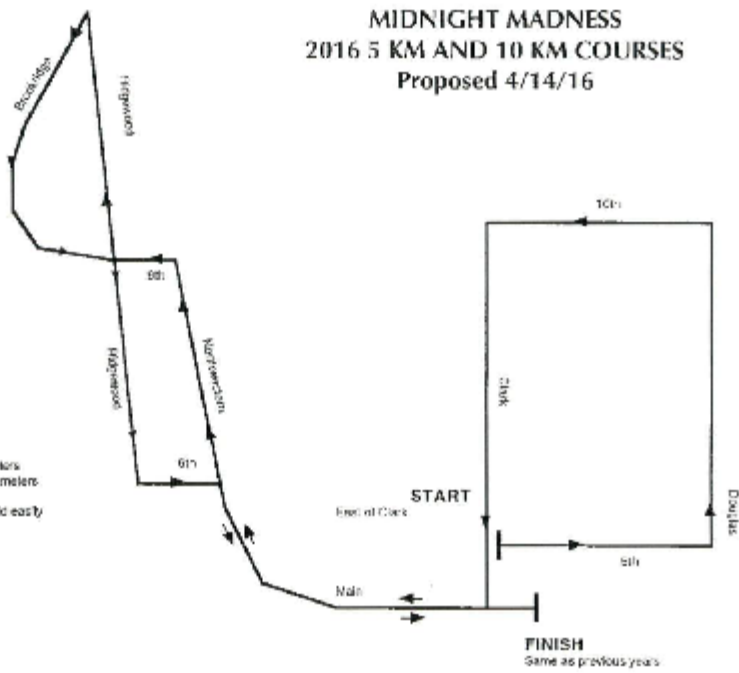
Sincerely,

A handwritten signature in black ink, appearing to read 'Kristin Roach', written over a horizontal line.

Kristin Roach  
2019 Ames Main Street Board President

**MIDNIGHT MADNESS  
2016 5 KM AND 10 KM COURSES  
Proposed 4/14/16**

5 km route would be 5000 meters  
10 km route would be 10,014 meters  
Although the 10 km start could easily  
be moved east 14 meters.





CITY OF

Ames

# SPECIAL EVENT APPLICATION

July 13, 2019

## SUMMARY OF EVENT

### DESCRIPTION

Event Name Midnight Madness Road Races

Description  
5K & 10K Foot Race on Ames's Streets. 5K at 7:30pm & 10K at 8:30 (Attached MAP)  
Registration is in City Hall gym beginning at 3:30pm. There will be a Kids Run at 7pm followed by the Adult Races.

There is a post Race party with pizza and beer and a band. (The Specialists)

### Event Category

- Athletic/Recreation
- Exhibits/Misc.
- Festival/Celebration
- Parade/Procession/March
- Concert/Performance
- Farmer/Outdoor Market
- Other (please explain)

### Anticipated Attendance

Total 1500 Per Day 1

### DATE/TIME

Setup	Date <u>July 12th</u>	Time <u>6:00 pm</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>July 13th</u>	Time <u>7:30 pm</u>	Day of Week <u>Saturday</u>
Event Ends	Date <u>July 13th</u>	Time <u>12:00 pm</u>	Day of Week <u>Saturday</u>
Teardown Complete	Date <u>July 14th</u>	Time <u>2:00 pm</u>	Day of Week <u>Sunday</u>

Rain Date, if applicable

N/A

Rain Location, if applicable

**LOCATION**

**Region**

(Select one or more)

- Main Street Cultural District (Downtown)
- Campustown District
- Iowa State University Property
- City Parks
- Other (please explain)

**Please note** that events occurring in the Downtown, Campustown, in City parks, or on ISU property require prior approvals. A letter of support will be required from CAA if the event occurs in Campustown or from MSCD if the event occurs in Downtown. Please contact the appropriate office well in advance:

-  
 Downtown - Main Street Cultural District: (515) 233-3472      events@amesdowntown.org  
 Campustown - Campustown Action Association: (515) 450-8771      director@amescampustown.com  
 Iowa State University - Events Authorization Committee: (515) 294-1437      eventauthorization@iastate.edu

**CONTACTS**

**Host Organization**

Midnight Madness, Inc

**Local Contact (Required)**

*Must be present during event*

Name: Roman F. Lynch

Address: 3720 Jewel Dr. Ames Iowa 50010

Telephone: (515) 233-6057

Cell phone: (515) 231-9995

Email: RomanLynch@mchsi.com  
*Must be available by cell phone during event*

**At least ten business days prior to the event, Organizer must submit Emergency Contact List, including names and numbers of all coordinators, volunteers, and location assigned to each.**

**Yes No**

- Is this an annual event? How many years have you been holding this event? 33 for me  
48 total
- Is this event open to the public?
- Is your event being held in conjunction with another event (e.g. Farmers' Market, 4th of July, etc.)?

If yes, please list Iowa Games

**Name of Applicant:** Roman F Lynch

**Name of Business (DBA):** Midnight Madness, Inc

**Address of Premises:** 3720 Jewel Dr

**City** Ames **County:** Story **Zip:** 50010

**Business** (515) 232-6131

**Mailing** 3720 Jewel Dr

**City** Ames **State** IA **Zip:** 50010

**Contact Person**

**Name** Roman Lynch

**Phone:** (515) 231-9995 **Email** romanlynch@mchsi.com

**Classification** Class B Beer (BB) (Includes Wine Coolers)

**Term:**5 days

**Effective Date:** 07/13/2019

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Beer (BB) (Includes Wine Coolers)

Class B Native Wine Permit

**Status of Business**

**BusinessType:** Privately Held Corporation

**Corporate ID Number:** XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

**Ownership**

**Roman Lynch**

**First Name:** Roman **Last Name:** Lynch

**City:** Ames **State:** Iowa **Zip:** 50010

**Position:** Director

**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Illinois Union Insurance Company

**Policy Effective Date:** \_\_\_\_\_ **Policy Expiration** \_\_\_\_\_

**Bond Effective** \_\_\_\_\_ **Dram Cancel Date:** \_\_\_\_\_

**Outdoor Service Effective** \_\_\_\_\_ **Outdoor Service Expiration** \_\_\_\_\_

**Temp Transfer Effective** \_\_\_\_\_ **Temp Transfer Expiration Date:** \_\_\_\_\_

**COUNCIL ACTION FORM**

**SUBJECT: SOUTH GRAND AVE – SOUTH 5<sup>TH</sup> TO SQUAW CREEK DR AND SOUTH 5<sup>TH</sup> ST – SOUTH GRAND AVE TO 600’ WEST OF SOUTH DUFF AVE**

**BACKGROUND:**

This project is part of the extension of South Grand Avenue from S 3<sup>rd</sup> Street to S 16<sup>th</sup> Street and associated projects to extend S 5<sup>th</sup> Street and for intersection improvements at S 16<sup>th</sup> Street/S Duff Avenue. The projects have been broken into three phases to allow for potential flexibility in timing of construction and funding. The phases are:

- 1) S. 5<sup>th</sup> St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5<sup>th</sup> St.
- 2) S Grand Ave South of S. 5<sup>th</sup> Street (this portion includes two bridges to accommodate Squaw Creek under the roadway).
- 3) Reconstruction and widening additional turn lanes at S. Duff Ave and S. 16<sup>th</sup> St.

**This project includes extension of South 5<sup>th</sup> Street from South Grand Avenue to South Duff Avenue (Phase 1 described above).**

Shive-Hattery, Inc. and City staff have completed plans and specifications for Phase 1 of the contract with estimated construction costs of \$4,227,097. Engineering and construction administration costs for this project are estimated at \$846,000, bringing **total estimated costs for this project to \$5,073,097**. A summary of revenues and projected expenses is shown below.

<b>Activity</b>	<b>Expenses</b>	<b>Revenue</b>
Engineering (overall total)	\$2,846,000	
<b>Construction (this project)</b>	<b>\$4,227,097</b>	
Construction (future phases 2 & 3)	\$10,000,000	
17/18 & 18/19 (GO Bonds)		\$7,700,000
17/18 & 18/19 (MPO/STP)		\$4,300,000
17/18 & 18/19 (Federal/State Grants)		\$3,450,000
IDALS Water Quality Grant		\$100,000
19/20 (GO Bonds)		\$2,000,000
<b>TOTAL</b>	<b>\$17,073,097</b>	<b>\$17,550,000</b>

**This project will have a July 16, 2019 letting conducted through the Iowa Department of Transportation (DOT), which is a requirement of using the**



**MPO/Federal/State funding. Work could start as early as Fall 2019, but may start as late as April 6, 2020. This will provide more flexibility for the contractors and hopefully result in lower bid prices.**

**ALTERNATIVES:**

1. Approve plans and specifications for the South Grand Ave – South 5<sup>th</sup> St. to Squaw Creek Dr. and South 5<sup>th</sup> St. – South Grand Ave. to 600' west of South Duff Ave and establish July 16, 2019, as the date of letting and July 23, 2019, as the date for report of bids.
2. Do not approve this project.

**MANAGER'S RECOMMENDED ACTION:**

Approval of the plans and specifications will continue to keep this project on the Iowa DOT's July 16, 2019, letting schedule. rejection of these plans and specifications will delay this project, and possibly jeopardize the funding.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



**ALTERNATIVES:**

1. Grant preliminary approval of the Wellhead Controls Improvements and Repainting Project, and issue a notice to bidders; setting July 31, 2019, as the bid due date and August 13, 2019, as the date of public hearing and award.
2. Do not approve the specifications or issue a notice to bidders at this time.

**MANAGER'S RECOMMENDED ACTION:**

The wells are important infrastructure and need to be kept in good repair. The project has been planned for in the CIP and is ready to implement. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**COUNCIL ACTION FORM**

**SUBJECT: WATER TREATMENT PLANT HANDRAIL MODIFICATIONS PROJECT**

**BACKGROUND:**

Construction of the new Water Treatment Plant (WTP) was completed in 2017. Tours of the WTP is a valuable public outreach opportunity. In partnership with the Inspections division, several handrail areas were identified as needing modifications to better protect the public after a public tour path was identified.

Staff has prepared specifications for the installation of railing modifications and safety gates. The engineer's estimate for this work is \$53,600. The FY18/19 CIP contains \$214,676 of carryover contingency funds for the new Water Plant project that would be used for this project.

**ALTERNATIVES:**

1. Issue preliminary approval of specifications to install handrail modifications at the City's Water Treatment Plant, and issue a notice to bidders setting July 24, 2019, as the bid due date and August 13, 2019, as the date of public hearing.
2. Do not issue preliminary approval of specifications and a notice to bidders at this time.

**MANAGER'S RECOMMENDED ACTION:**

The WTP is a valuable resource for the community and tours are encouraged. Public safety is also of utmost concern. Installing handrail modifications will better protect the public. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**COUNCIL ACTION FORM**

**SUBJECT: POWER PLANT SCADA SYSTEM SUPPORT SERVICE**

**BACKGROUND:**

Electric Services uses a Supervisory Control and Data Acquisition (SCADA) System to monitor status and to control power flows, electric generation, interconnections to neighboring utilities, distribution, and transmission. Data from the SCADA is also used as the basis for billing energy transactions.

The existing SCADA system was installed in 2000 and had routine software updates in 2002, 2003, 2009 and 2013. In 2008 and 2015 the hardware, operating system, and software were all upgraded. An annual software update was then performed in 2016. The SCADA system was supplied and is supported by Open Systems International, Inc. (OSI) from Medina MN, and the software is based on Microsoft “.NET” technology. Advancements have continued to be made to the software to meet changing industry standards and regulations. The City has historically entered into a support services agreement with OSI to keep pace with those changes and to provide maintenance services at a reasonable price.

Traditionally, the Power Plant has held the Diamond level support service plan. This service plan provides the top level of reliability and maintainability support that OSI offers. The Diamond Support Plan benefits include the following:

- 24/7 Support for OSI provided products and software. This includes anything from simple help desk questions to major system issues.
- Access to online training typically two times per month. Cost without a support plan is \$175 per class per person.
- Engineering/Installation costs for an annual software upgrade. This will save approximately \$40,000-60,000 annually.

**Staff has looked at downgrading to the Gold Support Plan which provides all benefits as the Diamond Support Plan except the annual software upgrade. Staff found that the software upgrade will cost between \$20,000 and \$40,000 more than under the Diamond Support Plan. Staff believes a software upgrade is only needed every other year so options were explored with OSI to switch between the Gold Support Plan and the Diamond Support Plan every other year in order to take advantage of the reduced cost for the software upgrade. OSI has agreed to the switching if the city would enter into a three-year agreement. OSI would also provide an additional discount to extend the agreement for three years.**

The finance details are shown below:

• <b>FY19/20 Monarch Support Gold</b>	<b>\$52,856</b>
• <b>FY 20/21 Monarch Support Diamond</b>	<b>\$104,095</b>
• <b>FY 21/22 Monarch Support Gold</b>	<b>\$52,856</b>
• <b>Discount for a three year commitment</b>	<b>-\$25,175</b>
<b>Total cost for three years</b>	<b>\$184,632</b>

City will be invoiced annually for the service level listed about.

**This agreement requires a single-source purchasing arrangement with the current SCADA software supplier, which is why a waiver of the City’s purchasing policy requirement for formal bidding procedures is also needed.**

**Staff is requesting that the City Council waive the City’s purchasing policies requiring formal competitive bids, and award this contract to Open Systems International, Inc., of Medina, MN in the amount of \$184,632, billable annually, for the three-year commitment.** The FY 2019/20 operating budget includes \$105,000 for SCADA system services, repairs, and training.

**ALTERNATIVES:**

1. Waive the City’s purchasing policy requirement for formal bidding procedures and award a contract to Open Systems International, Inc., Medina, MN, for the Monarch Support (Gold/Diamond/Gold) for three-year term for SCADA in the amount of \$184,632.
2. Waive the City’s purchasing policy requirement for formal bidding procedures and award a contract to Open Systems International, Inc., Medina, MN, for an annual lower level support plan for SCADA.
3. Discontinue the Support Service completely, and adopt a “pay as you go” approach for SCADA services, training and upgrades.

**MANAGER'S RECOMMENDED ACTION:**

Regulatory authorities require the Electric Utility to maintain a functional SCADA system. In addition, it is in the City’s best interest to maintain the SCADA system with the most up-to-date software, and to do this in a timely and cost-effective manner. The most effective way to maintain the SCADA system is to continue a Support Plan with our existing SCADA software supplier that will alternate between the Gold and Diamond support plans.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

**COUNCIL ACTION FORM**

**SUBJECT: FLEET REPLACEMENT PROGRAM – RESOURCE RECOVERY  
 WHEEL LOADER**

**BACKGROUND:**

The City’s Resource Recover Plant (RRP) uses two wheel loaders to move thousands of tons of refuse received at the plant each year. The plant environment and operational needs of the plant are very demanding on this equipment. Due to the heavy use of these machines, a rotation plan was developed in which a loader serves as the primary machine for four years, then is placed into secondary status for four years. After eight total years of service, the loader is disposed of and replaced with a new machine, which becomes the primary loader. This rotation plan results in optimal costs for wheel loaders at Resource Recovery.

In 2015, staff evaluated the possibility of using a diesel-electric hybrid (DEH) loader instead of a conventional diesel loader at RRP. Hybrid loaders had just then become available in the required size for the facility. DEH wheel loaders have several advantages over a conventional machine: longer operational life, lower fuel consumption, and improved performance. Although the purchase cost of the hybrid machine is approximately 15% greater than the conventional machine, the longer operational life spreads the cost over a longer period of time. The larger hybrid model can move refuse in 30% fewer passes using 33% less fuel than the conventional model used at the facility.

The DEH machine purchased in 2015 is now ready to be placed into secondary status once a new primary unit is purchased. This bid is for a new DEH wheel loader without a bucket to replace the conventional 2010 John Deere 624K secondary loader at RRP. The bid includes extended warranty options and an optional trade-in of the secondary loader.

Only one bid was received from dealers as follows:

Bidder	Unit Price	Make	Model	Year	Trade-in Value	Total Less Trade-in Value
Murphy Tractor & Equipment	\$274,478.00	John Deere	644K Hybrid	2019	(\$41,000.00)	\$233,478.00

Several potential bidders declined to bid because they were unable to obtain the hybrid version of the loader required in the bid specifications. In addition to the price for the equipment, Murphy Tractor and Equipment provided two options for the extended warranty. These options are detailed below:

Bidder	Warranty	Comprehensive	Power Train & Hyd.	Total
Murphy	Option 1	6,000 hrs. / 48 mos.	10,000 hrs. / 72 mos.	\$24,000.00
Murphy	Option 2	N/A	10,000 hrs. / 72 mos.	\$21,000.00

The extended warranty described in Option 1 is preferred by City staff given the significant workload this machine will endure in its first 48 months and the marginal cost to obtain this increased coverage. **Therefore, the total bid for the DEH 644K wheel loader with extended warranty Option 1 is from Murphy Tractor and Equipment of Des Moines, Iowa for \$298,478.**

Replacement funds available for this purchase as of May 1, 2019 total \$306,765.

**City staff evaluated the potential trade-in value of the existing conventional 2010 John Deere 624K loader, and noted that this machine is likely able to withstand another several years of operation if working less extreme conditions. The City has leased similar loaders for snow removal activities at the Airport and for other miscellaneous work in the past year, and expects these needs to continue into the future.**

Per the agreement with the Fixed Based Operator, the City must provide equipment for snow removal. In the 2018/19 snow season, the City leased a loader for \$21,700 for five months of snow removal operations at the Airport. **In lieu of accepting the quoted \$41,000 of trade-in as part of the purchase of a new RRP loader, City staff proposes that this loader be transferred to the City's Motor Pool, which contains vehicles and equipment not permanently assigned to one activity. The Motor Pool will reimburse RRP the \$41,000 of lost trade-in revenue, and then the Motor Pool will provide this loader to City departments for their needs as they arise, including snow removal activities at the airport.** This arrangement is expected to pay for itself within two years based on the current needs.

#### **ALTERNATIVES:**

1. Approve and award this contract to Murphy Tractor and Equipment of Des Moines, Iowa, for one John Deere 644K Hybrid including extended warranty option 1; for \$298,478, and retain the City's 2010 John Deere 624K in the City's Fleet as a Motor Pool unit. The Motor Pool will reimburse the Resource Recovery System \$41,000 in lost trade-in value.
2. Reject award of bid.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

Fleet Services and Public Works staff agree the John Deere 644K Hybrid from Murphy Tractor and Equipment, of Des Moines, Iowa, meets the City's needs as specified, at the lowest price. Therefore, purchasing this Loader will provide the best and most economical equipment. Payment and delivery of this equipment will occur after July 1, 2019. Moving the existing loader to the Motor Pool will be more cost-effective than leasing this equipment within a short period of time.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.1 as described above.





# MEMO

**To:** Mayor and Members of the City Council

**From:** City Clerk's Office

**Date:** June 25, 2019

**Subject:** Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 29, 30, 31 and 32. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

**COUNCIL ACTION FORM**

**SUBJECT: CONTRACT EXTENSION FOR 800 MEGAHERTZ TRUNKED RADIO EQUIPMENT, PAGERS, AND RELATED EQUIPMENT AND SERVICES**

**BACKGROUND:**

The 800 megahertz (MHz) trunked radio system provides for interactive communication between many City work groups and departments, as well as with the Story County Sheriff's Office, Iowa State University, Mary Greeley Medical Center, and all of Story County's other emergency responders.

On July 17, 2018, City Council awarded a one-year contract extension to Electronic Engineering Co. for 800 MHz trunked radio equipment, pagers, and related equipment and services for City departments. The contract provided for lease of general radio equipment, law enforcement equipment, equipment installation and maintenance, and paging equipment and services through June 30, 2019. That agreement allowed City departments to continue to receive radio services provided locally by Electronic Engineering Co.

Radio equipment furnished under the contract includes portable and vehicle radios, base station radios, and specialized law enforcement communication equipment. The City currently has approximately 398 radios leased and 20 radios with only a tower fee previously purchased under this contract. The City also has two pagers for Information Services, and will continue to maintain the pricing and availability of pagers on this contract for unexpected needs. At this time, the Police and Fire Departments are the largest users of the City radio contract. Interactive communication with public safety agencies throughout Story County also occurs on this radio system. The total annual cost for radio equipment and related services is approximately \$215,000 per year.

The Story County 911 Board completed a study of the current radio system in the Fall of 2010. The Board's consultant recommended that the County begin planning for a new radio system due to the aging equipment and limitations of the current radio technology. Since that time, the radio consoles have been replaced in the Ames, ISU and Story County Communication Centers. In addition, some of the handheld and mobile radios have been updated. These changes allowed the City to extend the life of the current equipment, but have not eliminated concerns about reliability of the core system.

In response to these concerns, under the direction of the Story County 911 Board, a radio consulting firm was retained. They provided a review of the existing radio system and a series of recommendations to address the concerns. In December of 2018, the City joined with Story County, Iowa State University and the Story County 911 Board to form StoryComm for the purpose of purchasing and building a new radio system. In

May of 2019 StoryComm entered into an agreement with RACOM Critical Communications of Marshalltown to acquire and build the new radio system.

**It should be emphasized that it will take some time to acquire equipment and construct and implement a new system. Until a new radio system is constructed and implemented, continuation of the current radio contract is in the best interest of the City. City expects this is the final year for the 800 MHz radio system since the City, as part of StoryComm, will transition to the P25 radio system.**

The proposed contract extension with Electronic Engineering Co. is for one year beginning July 1, 2019, and ending June 30, 2020. Prices under the proposed contract reflect a \$6.00 per month per public safety radio and \$4.00 per month per non-public safety radio increase in the tower fee. With 418 radios on the system, the total annual cost increase in the tower fee will be \$23,736 across all City departments. All other equipment prices will remain unchanged from the current contract.

Historically, the Story County 911 Board paid one half of the tower fees of the Police and Fire Departments, the two largest users under this contract. The City expects that the Story County 911 Board will continue this practice for FY19-20. The 911 Board also paid the tower fees for other emergency response agencies in Story County. In the current fiscal year the 911 Board paid approximately \$14,355 as its 50% share of tower fees.

**ALTERNATIVES:**

1. Approve the contract extension with Electronic Engineering Co. to provide 800 MHz trunked radio equipment, pagers, and related equipment and services for City departments from July 1, 2019, through June 30, 2020.
2. Reject the contract with Electronic Engineering Co. and attempt to purchase radio and pager services on an as-needed basis until the County-wide radio system is completed.

**MANAGER'S RECOMMENDED ACTION:**

The proposed one year contract extension for radio and pager equipment and services will ensure continuation of critical interactive communication between City work groups and departments, as well as with the Story County Sheriff's Office, Iowa State University, Mary Greeley Medical Center, and all Story County emergency responders. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



**TO:** Mayor and City Council

**FROM:** Diane Voss

**DATE:** June 21, 2019

**SUBJECT:** Item No. 34

The Council Action Form regarding the contract renewal for LED Luminaries for Electric Distribution was still being reviewed at the time of the posting of the agenda packet. It will be sent to you on Monday.

Thank you.

/drv

**COUNCIL ACTION FORM**

**SUBJECT: RENEWAL OF CONTRACT FOR POWER PLANT MAINTENANCE SERVICES**

**BACKGROUND:**

The Electric Utility has two high-pressure steam generation units within the City's Power Plant, referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of both emergency and planned repairs and service. Services include a large variety of boiler maintenance and repairs, structural steel, pump and piping work, and other miscellaneous mechanical Power Plant work.

The repair of the equipment on these generation units requires professional trade crafts such as laborers, steam/pipe fitters and millwrights.

On September 11, 2018, City Council awarded a contract to TEI Construction Services, Inc., of Duncan, SC, for the Power Plant maintenance services contract to be furnished as requested from award date, through June 30, 2019. The contract was in an amount not-to-exceed \$90,000. The original contract had the option for the City to renew in one-year increments for up to four additional years. **This is the first renewal out of a possible four.**

**Council should note that the rates which will be charged by TEI Construction Services, Inc. have increased by 3% for next year.**

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The FY 2019/20 operating budget for Electric Production includes \$100,000 for this contract. Actual payments are calculated on unit prices bid and work performed limited by the available budget amount.

**ALTERNATIVES:**

1. Approve the contract renewal with TEI Construction Services, Inc., Duncan, SC, for the Power Plant Maintenance Services Contract for the period following final City Council approval of contract and performance bond through June 30, 2020. Total work in FY 2019/20 shall be an amount not-to-exceed \$100,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

**CITY MANAGER'S RECOMMENDED ACTION:**

This contract is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for Power Plant repair and maintenance, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



**Public Works Department**  
515 Clark Avenue, Ames, Iowa 50010  
Phone 515-239-5160 ♦ Fax 515-239-5404

**Item #36**

June 10, 2019

Honorable Mayor and Council Members  
City of Ames  
Ames, Iowa 50010

RE: Quarry Estates Subdivision, 3<sup>rd</sup> Addition - Financial Security Reduction #1

Ladies and Gentlemen:

I hereby certify that the water main and sanitary sewer required as a condition for approval of the final plat of **Quarry Estates Subdivision, 3<sup>rd</sup> Addition** have been completed in an acceptable manner by **Ames Trenching & Excavating**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$90,335.00**. The remaining work covered by this financial security includes sidewalk, COSESCO (erosion control), conservation management, and stormwater management.

Sincerely,

John C. Joiner, P.E.  
Director

JJ/nw

cc: Finance, Planning & Housing, Subdivision file

Quarry Estates Subdivision, 3<sup>rd</sup> Addition

June 10, 2019

Page 2

Description	Unit	Quantity
Sidewalk Pavement, 4"	SY	1186
COSESCO (erosion control)	AC	15
Outlot D Landscaping – Native Seeding	AC	6.5
Outlot D Landscaping - Trees	EA	16
Conservation Area Maintenance	AC	7.2
Stormwater Management	LS	1



**COUNCIL ACTION FORM**

**SUBJECT: PLAT OF SURVEY FOR 1528 X AVENUE, BOONE COUNTY**

**BACKGROUND:**

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or adjusting the boundary lines of existing tracts. Section 23.308 allows the use of a plat of survey for a boundary line adjustment. The City's Subdivision Regulations apply, also, to unincorporated Boone County lying within two miles of the Ames city limits.

**This plat of survey is a boundary line adjustment between two parcels located within unincorporated Boone County. The owner of the smaller parcel (see Attachment A) is seeking to acquire a portion of the larger parcel lying to the north, east and south to align with the edge of the row crop area. The smaller property includes the existing home and will be increased in size by approximately .15 net acres.** No new developable parcel will be created with the proposed adjustment. As a Boundary Line Adjustment, no infrastructure improvements are required. No Subdivision Code waivers are proposed and no covenants are required for approval of the Plat of Survey.

Approval of this plat of survey (Attachment B) will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the office of the Boone County Recorder.

**ALTERNATIVES:**

1. The City Council can approve the proposed plat of survey consistent with the standards of Chapter 23.
2. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

**CITY MANAGER'S RECOMMENDED ACTION:**

Staff has determined that the proposed plat of survey satisfies all Code requirements for a boundary line adjustment of existing parcels in the Agricultural and Farm Services designation of the Ames Urban Fringe Plan and has made a preliminary decision of approval. Staff has also determined that the proposed plat of survey does not trigger City infrastructure requirements as defined within the Subdivision Code so no waiver of subdivision design and improvements is sought.

**Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey.**

**ADDENDUM**  
**PLAT OF SURVEY FOR 1528 X AVENUE, BOONE COUNTY**

Application for a proposed plat of survey has been submitted for:

- Conveyance parcel (per Section 23.307)
- Boundary line adjustment (per Section 23.309)
- Re-plat to correct error (per Section 23.310)
- Auditor's plat (per Code of Iowa Section 354.15)

Owner: Stephen A. Wee & Joann L. Wee (Smaller Parcel)  
Parcel ID: 088325242300002

Owner: Jerald Staley (Larger Parcel)  
Parcel ID: 088325242300001

Legal Description:

A part of the Southwest Quarter of the Northwest Quarter of Section 24, Township 83 North, Range 25 West of the 5<sup>th</sup> P.M., Boone County, Iowa, being more particularly described as follows: Commencing at the West Quarter Corner of said Section 24; then N00°00'32"E, 1070.00 feet along the west line thereof to the point of beginning; thence continuing N00°00'32"E, 197.50 feet; thence S88°59'28"E, 290.00 feet; thence S00°00'32"W, 197.50 feet; thence N88°59'28"W, 290.00 feet to the point of beginning, containing 1.31 acres which includes 0.21 acres of existing public right of way.

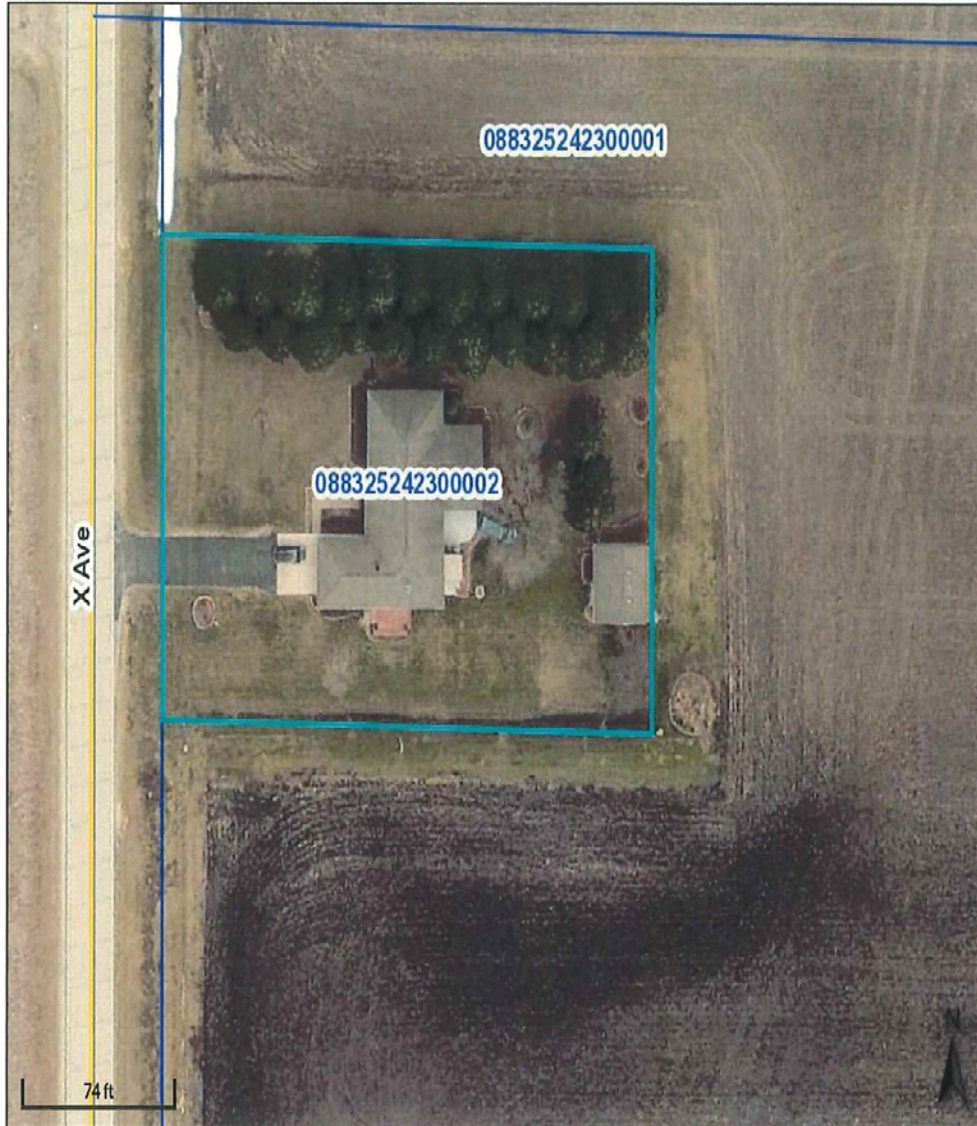
**Public Improvements:**

The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

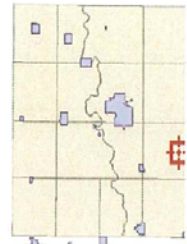
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable.

Note: The official plat of survey is not recognized as a binding plat of survey for permitting purposes until a copy of the signed and recorded plat of survey is filed with the Ames City Clerk's office and a digital image in Adobe PDF format has been submitted to the Planning & Housing Department.

ATTACHMENT A- EXISTING CONDITIONS



Overview



Legend

- Parcels
- Corporate Limits
- Political Township
- Sections
- Roads



**COUNCIL ACTION FORM**

**SUBJECT: 2017/18 ACCESSIBILITY ENHANCEMENT PROGRAM (AIRPORT ROAD SIDEWALK)**

**BACKGROUND:**

This annual program combines upgrading sidewalks, pedestrian ramps, on-street parking stalls, and access to City owned parking facilities to meet Americans with Disabilities Act (ADA) standards. This includes replacing/adding sidewalks and ramps, retrofitting existing signalized traffic control devices with audible and vibrotactile push-buttons, and upgrading access to on-street stalls and City-owned parking lots to current ADA standards. This program provides safer accessibility and limits the City’s liability for injury due to residents using public sidewalks that are in a deteriorated condition. This program may be combined with roadway, traffic signal replacement, or shared use path improvement projects.

**The location for this project is the Ames Municipal Airport frontage along Airport Road.**

On January 22, 2019 City Council awarded this project to Manatt’s Inc. of Ames, Iowa in the amount of \$170,287.40. Change Order No. 1 (Balancing) was approved in the amount of \$3,494.70 to reflect field measurements of the bid items. **Construction was completed in the amount of \$173,782.10.**

Revenue and expenses for the project are summarized below:

<b>Activit</b>	<b>Expenses</b>	<b>Revenue</b>	<b>Account Savings</b>
Engineering & Administration	\$51,659.61		
Construction	\$173,782.10		
<b>Subtotal</b>	<b>\$225,441.71</b>		
G.O. Bonds	\$125,000	\$125,000	\$0
Road Use Tax (RUT)	\$0	\$75,000	\$75,000.00
Local Option Sales Tax	\$23,007.21	\$75,000	\$51,992.79
R.O.W. Enhancement (RUT)	\$77,434.50	\$100,000	\$22,565.50
<b>Total</b>	<b>\$225,441.71</b>	<b>\$375,000</b>	<b>\$149,558.29</b>

Account Savings will be reallocated to other projects in the future.

**ALTERNATIVES:**

1. Accept the 2017/18 Accessibility Enhancement Program (Airport Road Sidewalk) project as completed by Manatt's Inc. of Ames, Iowa, in the amount of \$173,782.10.
2. Direct staff to pursue modifications to the project.

**MANAGER'S RECOMMENDED ACTION:**

This project was completed in accordance with the approved plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

## Staff Report

**COMMUNITY INTERNET IMPROVEMENTS FOLLOW-UP**

June 25, 2019

**BACKGROUND:**

In November 2018, City staff presented a report to the Council outlining preliminary concepts to improve internet service in the community. That report was a response to the Council's objective to explore possible improvements to availability, reliability, cost, speed, customer service, and policy (e.g., net neutrality, broadband privacy).

At the time that report was delivered, the City Council directed staff to address the following five issues:

1. Provide cost estimates for a feasibility study covering the retail and wholesale models of City-deployed internet service
2. Provide a staff report with more information about the community ownership and deployment model including reaching out to ISU, Iowa DOT, Mary Greeley, and the school districts (Ames, Gilbert, and Colo)
3. Work with private sector companies to explore the quality and scope of internet service in Ames
4. Investigate the Bettendorf/Davenport model of internet service
5. Provide a staff report on possible modifications to the subdivision codes to require new housing subdivisions to be internet-ready

**FEASIBILITY STUDY:**

The Council requested information regarding the costs for a feasibility study to explore two models of City-deployed internet service:

- **Retail Model** – The municipality designs, constructs, and operates an internet infrastructure network and provides services directly to the end user
- **Wholesale Model** – The municipality designs and constructs an internet network, then engages one or more private providers to deliver services using that network. The end users obtain services from the private provider(s).



After reviewing studies commissioned by other communities for similar work, City staff estimates the cost to conduct a feasibility study would be approximately \$75,000 to \$125,000. **Staff should emphasize that if a study were pursued, it would be important to ensure that it be conducted in an independent manner.** Therefore, staff's recommendation would be to disqualify firms from submitting proposals for the study if those firms also engage in the construction or operation of broadband networks.

### **COMMUNITY OWNERSHIP AND DEPLOYMENT MODEL:**

This model of internet service involves the City partnering with other anchor institutions in the community to create a broadband network, thereby spreading the financial risk associated with the infrastructure investment. The partners then create a non-profit to operate the network and provide services to customers.

Following the November 27<sup>th</sup> City Council meeting, the City Manager sent letters to potential partners identified in the initial staff report to determine the level of support to explore this concept. Of those, the only potential partner to express interest in a follow-up discussion was Iowa State. A meeting was held with City staff, in which ISU staff noted it has a variety of network assets within the Ames community. However, there was no commitment from Iowa State to engage in a partnership.

### **PRIVATE SECTOR PROVIDER DISCUSSIONS:**

City staff has held a number of meetings with 1) current service providers in Ames, 2) service providers in areas adjacent Ames, and 3) service providers interested in potentially entering the Ames market. The conversations centered on the providers' interests in Ames and what ways the City could encourage more providers to offer service to Ames residents at higher speeds.

Each of the providers was also asked about their interest in being notified of new developments in the community through the City's Development Review Committee (DRC) process. The response to this was universally positive. City staff will work to inform internet providers of proposed developments so they may contact developers and identify ways to provide service early in the process.

### **MEETINGS WITH CURRENT PROVIDERS WITHIN AMES:**

*Mediacom, CenturyLink, ICS Advanced Technologies*

**Mediacom** – City staff met with Mediacom representatives on several occasions. To reconcile the disparity between Mediacom's impression of how much of the community was serviceable and the large number of responses to the City's survey indicating residents were not able to obtain Mediacom's services, staff provided Mediacom with a list of all 30,303 physical addresses in Ames.

Mediacom reviewed the list and determined that 2,281 (7.5%) are addresses that are in bulk contracts with other providers (e.g., multi-family housing). Of the remainder, 26,777 (95.6%) are serviceable, meaning the property owner could call and schedule a connection for internet service without any contribution for the infrastructure. The 1,245 non-serviceable addresses include commercial addresses that require either a contract or an owner contribution (412), properties where Mediacom service is currently being extended or is approved to do so this year (65), invalid addresses (212), community spaces (48), and properties where an evaluation for Mediacom service has been requested but is not yet complete (367). The remaining 141 non-commercial addresses have been evaluated and require an owner contribution.

**CenturyLink** – CenturyLink has reported to City staff that its service is built over copper telephone line infrastructure (slower speeds), which has been supplemented and replaced in sections by fiber infrastructure (higher speeds). Approximately 90% of the community is currently able to be provided at least basic internet service using copper infrastructure. CenturyLink staff reported that its new and replacement installations are being made with fiber infrastructure. CenturyLink was receptive to further discussions with City staff about specific areas of the community where constraints to improved service could be identified and addressed. CenturyLink also identified policy changes the City could consider to make service improvements easier, such as reducing the depth cable must be buried in easements and sharing in the cost of the make-ready process for pole attachments.

**ICS Advanced Technologies** – This provider focuses primarily on multi-family residential properties, serving approximately 9,000 households. ICS uses fiber infrastructure to connect the multi-family properties. City staff inquired whether ICS would consider expanding its services to provide service to single-family homes in the community, but ICS staff indicated at this time its business model does not focus on individual residential properties.

#### MEETINGS WITH PROVIDERS IN AREAS ADJACENT AMES:

*Ogden Telephone Company, Colo Telephone Company, Huxley Communications*

Three providers serve areas immediately adjacent Ames with fiber-to-the-premises internet. Staff met with all three of these providers and discussed constraints that exist to getting service into the Ames community. Each viewed Ames as an important potential market, but their lack of capital to initiate a major construction project to move into Ames is a significant constraint. As the Ames community expands through annexation over time, portions of the community may grow into the areas already built-out by one or more of these providers.

It was pointed out by several providers that if sizeable pockets of customers got together to pay for upfront construction costs, there may be interest for an outside provider to enter the Ames market. Additionally, one provider noted that if the City built the network infrastructure, it would be interested in leasing the assets to provide service to customers.

## **POTENTIAL NEW PROVIDERS:**

**City staff has been approached by a private fiber-to-the-premises (FTTP) internet service provider interested in entering the Ames market. After several conversations, this provider reported to City staff in May that it had received approval from its board to proceed with construction of a new network in Ames.** This provider has installed and continues to operate FTTP services in a number of other communities across the Midwest. This network would cover nearly all the residential areas of the Ames community. In total, this project is estimated to be a \$30 million investment for new infrastructure.

In discussions with this provider, City staff has worked to facilitate access to publicly available data showing rights-of-way and public utility easements, discuss the construction permitting requirements, and other matters of interest to this provider. **This provider is aware that the City may consider pursuing a feasibility study for a City-operated internet utility, and has informed City staff that it would not proceed with a project in Ames if the City intended to proceed with a City-operated utility.**

Although the provider has indicated it has received board approval to enter the Ames market, it intends to make a public announcement in the fall after preliminary construction plans have been developed. At that time, the provider would have more detailed information about the areas it intends to serve within the Ames corporate limits and potentially areas adjacent Ames. This provider has indicated that although it intends to overlay a majority of the residential areas in Ames, it will still have areas of the community which do not meet the return on investment required to provide service. **Therefore, the Council should understand that although some portions of the community are at the moment underserved, the project undertaken by this provider may not improve service in those areas if it is not cost-effective.** If this provider proceeds, City staff intends to work with the provider to understand where those gap areas are and what can be done by the City to allow any provider of high-speed internet to better serve those customers.

**Separately, City staff has also been approached by an internet industry consultant regarding a unique potential arrangement that could be explored between the City and an investment group looking to build a fiber network.** This consultant who approached City staff does not represent the investment group, but has offered to make introductions to the group's representative. In this arrangement, the City would pay to conduct a feasibility study through a separate consultant who represents the investment group. Assuming a positive feasibility report, the investment group can access financing through a state-sponsored bond program offered through the state of Arizona, which allows the investments to be made in other states.

As a condition of the investment group accessing these funds, the City Council would be required to declare by resolution that there is a public interest in having a fiber-to-the-premises network developed in Ames. Once installed, the investment group would hire a

third party provider to manage the network. The City would have no risk or involvement in the development of the network, but it is possible the City could condition its resolution on certain performance standards being met (e.g., construction of the network to all parts of the City, or certain customer service requirements, reliability requirements, etc.).

City staff's conversations related to this concept have only been preliminary; staff has not had further discussion with the representative of the investment group regarding this project. It has been communicated to City staff, however, that it is not likely this group would proceed with a project if another fiber-to-the-premises provider intended to construct a project in Ames.

### **BETTENDORF/DAVENPORT MODEL:**

The City Council requested further information about the Davenport/Bettendorf model of internet service that was formalized in August 2018. This model requires the private internet provider, MetroNet, to provide FTTP service to nearly all parts of each community within three years in exchange for tax incentives.

City staff spoke with staff from Davenport to understand this arrangement. Approximately five years ago, Davenport evaluated its City-owned fiber assets and began to explore how those assets might be used for greater public benefit. Davenport conducted a feasibility study for a municipally operated internet utility. The study showed that Davenport would need to invest approximately \$100 million in infrastructure to develop a system. The city pursued potential partners to operate private services over city-owned infrastructure (wholesale model), and had interest from two or three providers willing to lease the infrastructure and pay a per-connected-premises fee to the city. However, Davenport was ultimately unable to identify a way to adequately absorb the \$100 million infrastructure debt.

During this evaluation process, Davenport began negotiations with MetroNet to install privately owned and operated infrastructure. After the City of Bettendorf was approached to partner in the same kind of arrangement, the three parties arrived at a tax rebate arrangement. It is important to note that the agreements are not exclusive; any future provider that wishes to install FTTP services within these cities is also eligible to receive tax incentives so long as the service meets the terms of the agreements between Davenport, Bettendorf, and MetroNet.

The agreements specify minimum service thresholds, including 1 Gigabit download speeds, and IP television and phone services for customers. Services are not required to be provided to premises that are already served by another FTTP provider, or where the property owner refuses access. MetroNet has the right to charge one-time construction fees for no more than 10% of the homes in the territory to offset unusually high buildout costs, but will not charge those fees if enough customers in those areas sign on for service.

MetroNet is required to operate a retail store in the community for customer and technical support, and must employ 10 full-time equivalent staff to support the network for at least five years after completion of the network.

The cities are required to assist MetroNet by renting or selling city-owned property for MetroNet's use. The cities must also identify its fiber assets and may offer it for use by the MetroNet to extend the network. MetroNet is also permitted to install its own temporary utility poles in instances where attaching its cables to existing poles is cost-prohibitive.

State law provides that telecommunications infrastructure is real property subject to property taxes based on the number of miles and types of lines. Twice per year, Davenport and Bettendorf agree to rebate to MetroNet the amount MetroNet paid in property taxes to each city for its installed infrastructure. This amount does not include the taxes paid to the county or school districts, as it would in a TIF district. The rebate is not structured as a TIF or tax abatement because the infrastructure is not tied to a particular parcel. Each city will make up to forty bi-annual payments (20 years), up to a maximum of \$11,675,000 in payments from Davenport and \$3,375,000 in payments from Bettendorf.

### **SUBDIVISION CODE CHANGES:**

In the meetings with providers, City staff discussed the concept of requiring a multi-duct conduit to be installed for internet infrastructure at the time of subdivision. Both the existing and prospective internet service providers believed this would be a useful tool to reduce costs for internet service and ensure more areas of the community could obtain high-speed internet service without being required to pay significant construction costs. Providers have reported to staff that boring conduit underground is the costliest aspect of extending new internet services (as opposed to the cabling itself), and that the least costly time to install the conduit is when the subdivision is being developed and there is an open trench to lay the conduit.

Staff has had initial discussions with two major local developers regarding their experiences installing internet infrastructure. It appears that developers engage both Mediacom and CenturyLink, but that it is rare for both to provide infrastructure within the same area. It is important to understand that typically, the developer works with whichever provider does not charge the developer fees to install the infrastructure. **Therefore, a requirement to install conduit for internet infrastructure at the time of subdivision would shift some costs from the internet providers to the developer. Like the subdivision costs for streets, sidewalks, etc., the internet infrastructure cost eventually will be passed on to the homeowner in the land purchase price.**

Staff has polled other cities in Iowa to learn about their internet infrastructure requirements. Responses were received from staff in Ankeny, West Des Moines, Davenport, Pleasant Hill, and Johnston. None of these cities has adopted such requirements.

Staff has not yet had an opportunity to complete a detailed study of potential costs of requiring conduit installation prior to returning this staff report to the City Council. Additionally, staff would need to evaluate how access to the conduit would be administered, and how maintenance would be conducted in the future (i.e., does the City own and maintain this asset, or does the City provide it one time for providers to use at their own risk if the conduit fails in the future?). Therefore, if the Council wishes to pursue this concept further, it should provide City staff direction to conduct further research.

Staff also received feedback from one internet provider that an additional burden for internet providers and homeowners is connecting the service drop on the exterior of a home to a central point within the structure interior. Providers typically have to bore holes in the foundation or siding, and then place equipment near an exterior wall, making it difficult for wireless signals to adequately cover the entire residence.

The provider suggested requiring new homes to have a small conduit near where the service drop would enter the home, and extending to a central point in the home interior. This would allow the cabling to be easily brought to the center of the home, where networking equipment would be connected and would be best suited to reach all parts of the house. Such a requirement would likely involve a change to the development standards for single family residences in the Zoning Code. The Council can choose to direct staff to further explore this concept as a next step if it has interest in exploring this as a code requirement.

### **NEXT STEPS:**

There are a number of issues contained within this report. The Council is being asked to provide direction regarding the following key issues:

**1. Should staff proceed with an RFP for a feasibility study of a City-operated internet utility?**

The complicating factor with this decision is the statement from a new private sector provider of its intent to enter the Ames market. That provider has indicated to City staff that it would not proceed with its plans to enter the Ames market if the City pursued a municipally owned FTTP internet utility. The provider's staff has indicated that its investors are interested in aggressive growth, and would like to see the capital invested in infrastructure as soon as possible, whether in Ames or in some other market. The provider has made moves to proceed with acquisition of property in Ames and indicates it will make a public announcement in the fall.

This leaves the Council with two options regarding this issue:

**OPTION A – Decline to conduct a feasibility study, thereby allowing the potential new provider to enter the Ames market.** It is unlikely the City could complete an RFP, select a consultant, and receive the results of a feasibility study any sooner than spring 2020. If this potential new provider proceeds as indications

suggest, it will begin to put infrastructure in the ground this summer and complete build-out to the community within three years of commencement.

Having a new private sector provider has the potential to accomplish many of the goals the Council initially described regarding this topic, by increasing access and speeds, and reducing the costs of service through competition. Having an internet alternative may also address concerns regarding customer service and net neutrality, although all these factors would need to be evaluated at the conclusion of buildout to determine whether the Council's stated desires have been met.

If the City relies on the entry of a new provider into the market to improve the community's service, that provider is taking on the financial risks of developing and operating a system, as opposed to the City. The tradeoff is that the City would not have direct control over the factors the Council wishes to improve (costs, coverage, speeds, customer service, net neutrality).

**If the potential new provider ultimately chose not to enter the market, the Council could then choose to proceed with the RFP at a later time.**

**OPTION B – Proceed with a feasibility study RFP.** If this potential provider follows through on its statements, taking this action would cause it to not enter the Ames market. The City would then evaluate whether it is feasible to enter the internet business as a municipal provider. Ultimately, a City-operated internet utility would achieve the greatest degree of control over the manner in which services are delivered (including factors such as cost, customer service, accessibility, net neutrality, etc.).

However, proceeding with an RFP does not guarantee that the City will be able and willing to proceed with providing internet services. The feasibility study may not show a sufficient subscriber base to be feasible. Additionally, as the Council will recall from the prior staff report regarding this topic, there remain significant constraints with state law regarding how municipal internet services may be financed in the construction and operation stages. Lacking the ability to subsidize this new internet enterprise, the City's costs might result in user fees greater than those of the private sector competitors in the market.

If the City Council chooses to proceed with an RFP, the Council should confirm the scope of the RFP (which staff believes to involve an evaluation of the retail and wholesale models), and the source of funding for the study. Because of the economic benefits associated with a potential new internet service in the community, City staff believes it would be justifiable to fund the study from the Hotel/Motel Tax Fund balance, which is used to support economic development initiatives. At the end of June, this fund is anticipated to have an available balance of \$1,064,087. Although a \$75,000-\$125,000 expenditure for a study is unbudgeted, a resolution from the City Council to finance the study from this fund

would be sufficient to authorize expenditures. A budget amendment would be brought to the Council in the fall to confirm the funding source.

**2. Does the Council desire further action with existing providers, adjacent providers, or with the community ownership model?**

Regardless of what happens with a prospective new provider, the existing providers in the community intend to continue providing service. Staff has had a number of conversations with representatives of these companies to discuss what can be done to improve the levels of service, and believes these providers understand the Council's desire for improvements. Staff has also provided several providers with the City's publicly available GIS data to facilitate their provision of service to the community.

City staff has learned from Davenport staff that the announcement of a new FTTP provider entering the Davenport market has caused current providers to improve costs and improve infrastructure. It is possible Ames could experience a similar competitive improvement from current providers if a new private FTTP provider or a City-operated utility entered the market.

Providers who have service adjacent to Ames are hampered from entering Ames primarily due to access to sufficient capital for construction. It is likely that as Ames grows, parts of the community will eventually expand into their service areas. City staff has been unable to identify any concrete actions the City could take to encourage expansion plans that are not already underway.

It does not appear there is sufficient interest from the identified potential institutional partners to develop a community ownership model of internet service.

However, if there are other topics the Council wishes for staff to pursue with existing providers and potential partners, it should identify those topics for City staff to pursue.

**3. Does the Council support drafting subdivision requirements for internet infrastructure?**

Before proceeding further with this requirement, the Council should consider whether it is willing to transfer the cost of this infrastructure from providers to developers. Additionally, the entrance into the Ames market of a new provider has the potential to provide additional choices and fill service area gaps. This may remove the need for requirements to install infrastructure.

If the Council wishes for staff to investigate this type of requirement further, staff's next step would be to gather feedback from developers and conduct a more thorough search for comparable requirements in other communities.



Staff Report

**INCLUSION CROSSWALK (5<sup>TH</sup> STREET AND DOUGLAS AVENUE)**

June 25, 2019

**BACKGROUND:**

Staff was asked by the City Council to evaluate a possible decorative crosswalk treatment at the 5<sup>th</sup> Street and Douglas Avenue intersection as part of the City’s efforts to promote inclusion and diversity. The evaluation was to review and report back regarding the regulatory requirements that may affect the use of decorative treatment within the crossing area and estimated costs for some alternatives.

**REGULATORY REQUIREMENTS:**

All crosswalk markings are governed by Chapter 3 of the Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the standard in section 3B.18(04) is *“When crosswalk lines are used, they shall consist of solid white lines that mark the crosswalk. They shall not be less than 6 inches or greater than 24 inches in width.”* Therefore, for the decorative crossing treatment to comply with the MUTCD it will need to have six-inch white lines along the edges of the treatment. The area within crossing marking can be whatever design the City Council approves as long as the treatment uses slip-resistant materials and does not create a hazard for any users of the intersection.

**ESTIMATED COSTS FOR ALTERNATIVES:**

Staff utilized current bid pricing for standard road paint to generate cost estimates for options for the decorative crossing treatment, as well as, solicited in-formal quotes for thermal plastic treatments specially designed for large-area decorative treatments. Below is a comparison of each material type:

**Standard Road Paint**

**Pros**

- Inexpensive

**Cons**

- Non-Durable (Less than a Year Life)
- Slip-Resistant material can wear off
- Tends to darken quickly from road wear
- Labor extensive installation (May require ~3 days) – volunteer labor possible

**Thermal Plastic**

**Pros**

- Durable (5-year Life)
- Slip-resistant material throughout
- Fade Resistant Colors
- Installs quickly (~1 day)

**Cons**

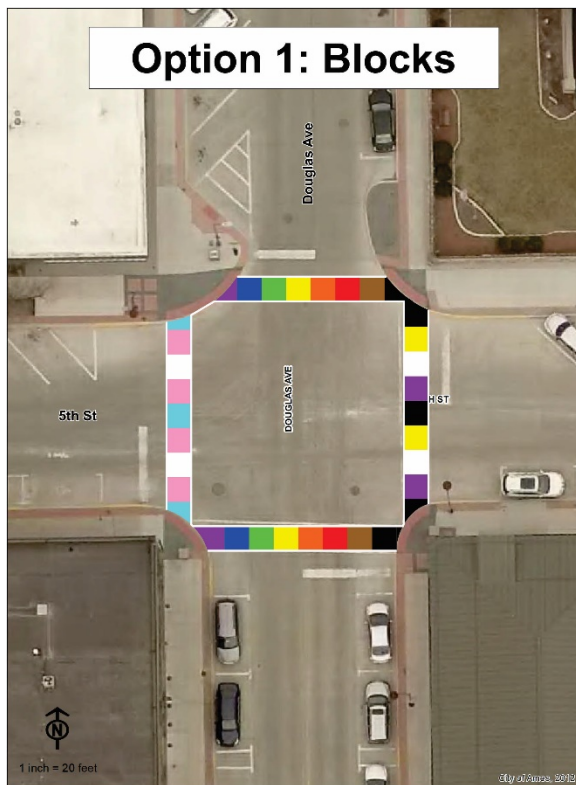
- Expensive (3 to 4 times the cost)

It should be noted that any option using standard road paint is likely to require either extensive manual labor and stenciling materials to assure a professional looking product. Whereas the thermal plastic comes in 1ft x 3ft, or 2ft x 3ft printed tiles (of any design or pattern), which can be assembled on the street very similarly to gym flooring tiles.

**OPTIONS:**

Staff was given two possible alternatives for the decorative crossing; 1) 6x6 foot multicolor blocks (incorporates three pride designs), 2) Inclusive pride “rainbow” design using 1ft stripes. A third alternative, Option 3: international style “bars,” was created as a way to possibly reduce costs while still taking advantage of the durability and quality of thermal plastic. **It should be noted that the area of the crosswalk changes slightly depending on the design because of the available sizes of the thermal plastic tiles. For comparison purposes, it is assumed that the same area be done in standard road paint even though road paint can be done in any amount.**

**Option 1:**



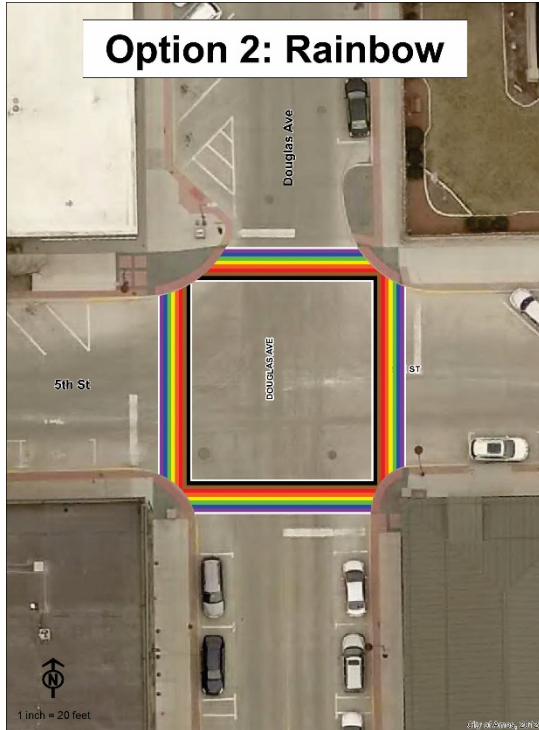
thermal plastic tiles compared to standard road paint:

Option Name	Width	Area (ft^2)
Blocks	6.5 ft	1410

Material	\$/ft^2	Total Cost	Life (Yr)	Cost / Year
Thermal Plastic	20.43	32,890	5	6,578
Road Paint	6.75	9,518	1	9,518

Option 1 - Blocks includes three separate pride designs represented by 6x6 foot blocks of color with a six-inch white border for the official crosswalk lines. The estimate assumes the use of the 2x3 foot

**Option 2:**



**Option 2: Rainbow**

wide color stripes and a six-inch white border for the official crosswalk lines, which results in a larger coverage area. The estimate assumes the use of the 1x3 foot thermal plastic tiles compared to standard road paint:

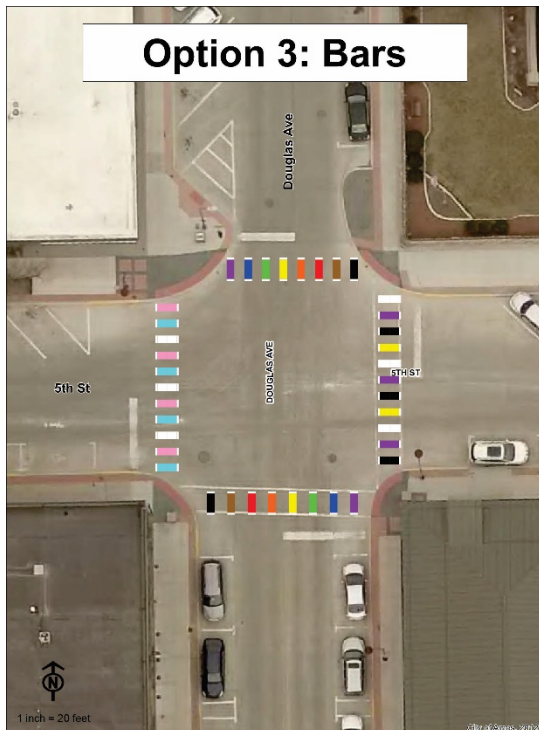
Option Name	Width	Area (ft <sup>2</sup> )
Rainbow	9 ft	1960

Material	\$/ft <sup>2</sup>	Total Cost	Life (Yr)	Cost / Year
Thermal Plastic	20.43	45,740*	5	9,148
Road Paint	6.75	13,230*	1	13,230

\*Modifying the design to include other pride flag designs will not affect cost.

Option 2 - Rainbow includes a single pride design represented by one-foot

**Option 3:**



**Option 3: Bars**

Option 3 - Bars is a cost-effective alternative to Option 1, which still includes three separate pride designs now represented by 2x6 foot bars of color with a six-inch white border for the official crosswalk lines. This alternative tries to mimic the high-visibility (international) style crosswalk. The estimate assumes the use of the 2x3 foot thermal plastic tiles compared to standard road paint:

Option Name	Width	Area (ft <sup>2</sup> )
Bars	6 ft	520

Material	\$/ft <sup>2</sup>	Total Cost	Life (Yr)	Cost / Year
Thermal Plastic	20.43	12,140	5	2,428
Road Paint	6.75	3,510	1	3,510

**STAFF COMMENTS:**

This project could serve as a symbol of the City Council's commitment to Diversity and Inclusion. Assuming the City Council wants to move forward with the project, it would appear to staff that the wisest course of action would be to implement the "Bars" Option 3 at an estimated cost of \$12,140. The use of plastic material in lieu of painting will result in an extended life, greater ease to install, and more attractive outcome. Funding for the project could come from the FY 2018/19 Council Contingency Account.



Option 2: Rainbow

Douglas Ave

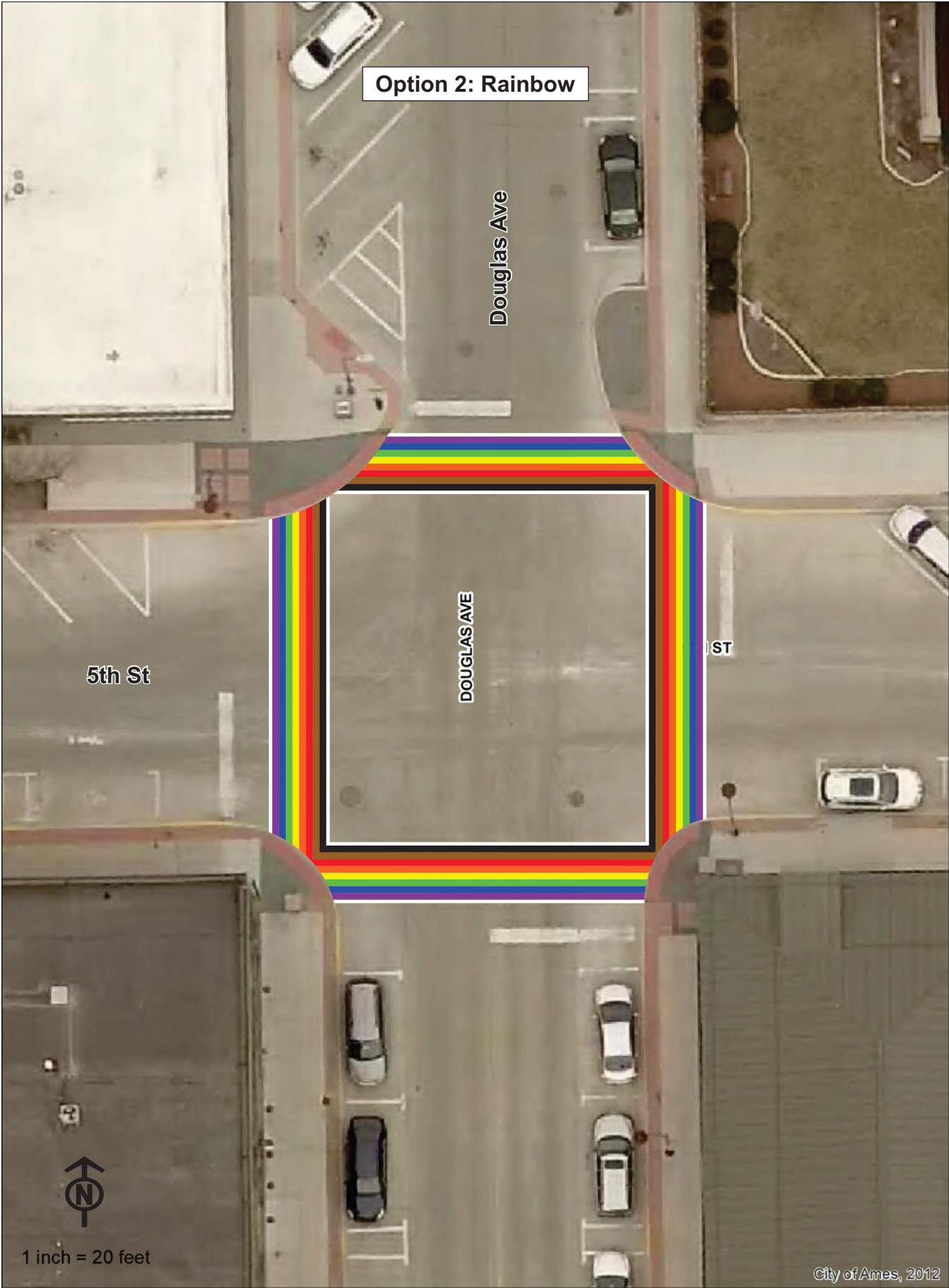
5th St

DOUGLAS AVE

ST



1 inch = 20 feet

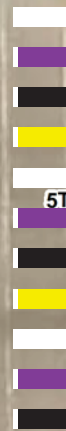


Option 3: Bars

Douglas Ave



DOUGLAS AVE



5TH ST



5th St



1 inch = 20 feet

**COUNCIL ACTION FORM**

**SUBJECT: FLOOD MITIGATION – RIVER FLOODING  
(LAND ACQUISITION OF TOM CARNEY PROPERTIES AT 1008 AND  
1016 SOUTH DUFF AVENUE)**

**BACKGROUND:**

Following the floods of 2010, the City Council established a goal of mitigating the impact of future flooding in Ames. A comprehensive Flood Mitigation Study was completed in 2013 that considered many possible mitigation alternatives. On December 10, 2013, the City Council approved a series of flood mitigation measures. These included elements targeted at: A.) Undertaking a stream bank restoration of Squaw Creek; B.) Working with IDOT to improve the conveyance capacity of the US Highway 30 bridge; C.) Working through the Squaw Creek Watershed Management Authority to pursue flood mitigation alternatives in the upper reaches of the watershed; and D.) Conducting a workshop to review and discuss the range of possible floodplain regulatory approaches.

**FEMA GRANT UPDATE:**

The stream bank restoration project involves flood mitigation in the Squaw Creek channel. A central component includes conveyance improvements within the channel approximately 2,000 feet either side of the South Duff Avenue bridge. In working with Iowa Department of Homeland Security & Emergency Management, City staff and the engineering consultant submitted an application to FEMA for grant funding. **On June 19, 2019 staff was notified that this project has been 'Identified for Further Review', which means:**

**An application which is listed as “identified for further review” is not a notification of award. This means that a subapplication has met the requirements. At this time, the applicants are required to work with a FEMA Regional Office to complete the pre-award activities for subapplications. Regional Offices will also complete the Environmental Planning and Historic Preservation (EHP) compliance review for projects prior to award. Applicant management costs will be awarded based on the planning and project subapplications that are “identified for further review” and will not be awarded in excess of 10 percent of the total grant award. Additionally, awards will be subject to the availability of funds. FEMA may, at its discretion, request additional information or documentation regarding administrative or procedural requirements and conduct additional programmatic reviews before making a final decision.**

As part of the project, land acquisition is necessary in the S. Duff Avenue area, thus staff and the design consultant held several meetings with landowners.



**PROPERTY OWNER POSITION:**

City Council referred a letter dated September 21, 2018 from Chuck Winkleblack regarding acquisition of property owned by Tom Carney located at 1008 (rear) and 1016 (front) S. Duff Avenue. In the letter (Attachment A), Mr. Winkleblack requests that City Council take a firm position on two fundamental questions related to this project:

1. Is the Council committed to doing the project and using approximately half of the front Carney parcel (1016 S Duff) as a part of the project, even if FEMA money does not materialize?
2. Is the City going to buy the land or try to secure an easement? The landowner will not likely agree to just an easement on the front parcel (1016 S Duff) because they desire that the front piece be purchased by the City. They would grant an easement on the rear parcel (1008 S Duff) that they own if they receive adequate compensation.

Staff brought this for City Council consideration in October 2018, however Mr. Winkleblack then requested that the item be postponed from consideration until they had their own appraisal completed. The landowner (Tom Carney and represented by Mr. Winkleblack) appraisal was submitted to staff on February 22, 2019 (See Attachment B).

**The landowner has requested that the City purchase (Fee Simple Acquisition) the needed area located on 1016 S. Duff Avenue at a cost \$356,000 and obtain a permanent easement for the area located on 1008 S. Duff Avenue for \$6,840. The landowner has been asking whether or not he is able to sell the property as is or if it will be a smaller portion due to the City's acquisition.** City Council referred this item to be placed on a City Council meeting agenda for consideration.

**CITY APPRAISAL:**

The City of Ames ordered an appraisal (Attachment C) from Iowa Appraisal and Research Corporation of both properties in question, which is considered preliminary because it has not been reviewed by an independent appraiser. In the appraisal, the following costs are associated with easement and/or land acquisition of these parcels:

1008 S Duff Avenue	Fee Simple Acquisition	\$41,280
1008 S Duff Avenue	Permanent Easement	\$6,840
1016 S Duff Avenue	Fee Simple Acquisition	\$377,470
1016 S Duff Avenue	Permanent Easement	\$150,270

1016 S. Duff Avenue (Front): The preliminary engineering demonstrates that the flood mitigation project would impact 1.44 acres of the 2.72-acre parcel located at 1016 S. Duff Avenue. The limits of the impacted area have been staked on the parcel (using lathe), at the request of the property owner. At this time it is planned that the area would be graded

to increase flow capacity of the creek and a structural retaining wall would be placed within the area to maximize allowable developable land on the parcel. Of the impacted area, 0.487 acres already lies within a permanent drainage easement donated to the City of Ames when the area went through Final Plat approval in 2011. See attached Map (Attachment D).

1008 S. Duff Avenue (Rear): The preliminary engineering demonstrates that the flood mitigation project would impact 6.31 acres of the 26.14-acre parcel located at 1008 S. Duff Avenue. Most of this parcel is located within the floodway. Of the impacted area, 2.30 acres already lies within a permanent drainage easement donated to the City of Ames when the area went through Final Plat approval in 2011. See attached Map (Attachment D).

**The City's proposed flood mitigation work can be completed within a permanent easement. Therefore, it is not necessary to obtain full acquisition of the area in question in order to do the work. City staff has explained to the Mr. Carney and Mr. Winkleblack that if the City were to purchase the property (rather than by easement), any land development on the remaining southern portion of the front lot would not be able to utilize the acquisition area with their zoning requirements for green space/landscaping/setbacks. Therefore, the amount of buildable space that remains would be decreased. If the City were to acquire a permanent easement (rather than purchase), land development would be able to count the easement area toward their green space/landscape/setback requirements. Thus, this would allow a greater area on the remaining parcel to be built upon.**

#### **CITY'S LEGAL OPINION:**

The Iowa Code does not require the City to buy the entire parcel outright **unless** the remnant parcel left is uneconomical. The eminent domain chapter of the Iowa Code indicates that "If the acquisition of only a portion of the property would leave the owner with an uneconomical remnant, the acquiring agency shall offer to buy that remnant." Iowa Code Section 6B.54 (8). **It further narrowly defines an "uneconomical remnant" as "a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, where the acquiring agency determines that the parcel has little or no value or utility to the owner."**

**The property owner's own appraisal (done by Frandson) does not indicate that the remnant parcel is uneconomical, only that it is reduced in value by a proposed easement/flood wall. Moreover, staff believes that the failure in their appraisal to account for the existing drainage easement, which covers almost 1/3 of the total easement area for acquisition, is a major deficiency of their appraisal**

The estimated construction cost for this project is \$5,040,000, including construction, engineering, and land acquisition. If approved for funding, the cost share basis for this project would be in amounts not to exceed 75% (\$3,780,000) from federal funds and the remaining 25% (\$1,260,000) from local funds. Funding for any land acquisition for this project was planned to be part of the application cost share (75% federal funds and 25% local funds)

## **ALTERNATIVES:**

1. Direct staff to move ahead with the intent to acquire permanent easements for \$156,000 for the front property (1016 S. Duff) and \$6,840 for the rear property (1008 S. Duff).

This alternative will eliminate any uncertainty about the City's intent to use the property owner's land. However, it will pose a risk to the City if the purchase of the easements are made prior to confirmation of the federal grant award.

(Note: The property purchase would not be reimbursed nor be able to be used as a local match if done prior to grant award)

2. Direct staff to move ahead with the intent to acquire a fee simple acquisition for \$356,000 for the front property (1016 S. Duff) and a permanent easement for \$6,840 for the rear property (1008 S. Duff).

This alternative also will eliminate any uncertainty about the City's intent to use the property owner's land. However, it will pose a risk to the City if the purchases are made prior to confirmation of the federal grant award and is not needed for the City to complete its project.

(Note: The property purchases would not be reimbursed nor be able to be used as a local match if done prior to grant award)

3. Give no direction to staff at this time and continue to wait until the City receives final determination regarding the grant request.

This alternative would eliminate any risk and eliminate the need to use 100% local funds to accomplish the land acquisition. However, it will continue to cause uncertainty for the property owner regarding the City's intended to use the land.

## **MANAGER'S RECOMMENDED ACTION:**

The landowner's representative stated that they are not willing to sign a permanent easement for the front property (1016 S Duff) and are only willing for the City to purchase the land area for the flood mitigation project. They are, however, willing to grant an easement on the rear property (1008 S Duff).

**As supported by the preliminary design and the City's legal review, obtaining easements (rather than land purchase) is sufficient for completing the project.** In order not to delay any longer the property owner from selling the property and developing the site, the City Council may desire to move forward with immediately acquiring permanent easements from both parcels using local funding. Even though there is some risk involved with this approach, the property owner has been more than patient in waiting for a definitive answer from City. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

Date: September 21, 2018

To: Honorable Mayor and City Council of Ames

From: Chuck Winkleblack

RE: Carney properties on S. Duff

Following up on previous council meetings regarding the Carney's properties on S. Duff. We have already lost 2 prospects for the front property because we can't tell them how much property is available for development given that the channel straightening project is hanging out there as a possibility.

We have 2 more letters of intent for the property but neither party feels like they can move forward until the channel straightening issue is resolved.

My request is for the council to take a firm position on 2 fundamental questions.

1. Is the council committed to doing the project and using approximately half of the front parcel as a part of the project, even if FEMA money does not materialize?

2. Carney's would like a decision on whether the city is going to buy the land or try to secure an easement. The Carney's will not likely agree to just an easement on the front parcel, they prefer that the front piece be purchased by the city. They would grant an easement on the rear parcel that they own with adequate compensation.

An appraisal has been done on the property that was ordered by the city of Ames. Carney's have said that they are willing to wait for payment to see if the FEMA money comes in. They understand that if the city pays for the land now, the city cannot likely get that money back from FEMA.

We are currently at an impasse on this property. We have already lost 2 companies that wanted to buy this land and build a new building on the site. We don't want to lose 2 more.

Please help us get to some resolution. Our request is refer this issue back to staff to bring back to council as an action item as soon as possible.

Thanks in advance for your consideration



Chuck Winkleblack  
Hunziker Companies

A Before and After Analysis Prepared Under Jurisdictional Exception of

**Commercial Land  
1016 South Duff Avenue  
Ames, Iowa**

Valuation Date

**February 4, 2019**

Prepared for

**M K T M LLC  
Mr. Charles Winkleblack, CRB  
105 South 16<sup>th</sup> Street  
Ames, Iowa 50010**

Prepared by

**Ted R. Frandson, MAI, CCIM**

**FRANDSON & ASSOCIATES, L.C.  
THE FINANCIAL CENTER  
666 WALNUT STREET, SUITE 1801  
DES MOINES, IA 50309**

# FRANDSON & ASSOCIATES, L.C.

COMMERCIAL REAL ESTATE APPRAISAL AND CONSULTING

Ted R. Frandson, MAI, CCIM

Tom P. Dowhan, MAI

Joseph M. Coffey

Don R. Vaske, MAI

February 13, 2019

M K T M LLC

Mr. Charles Winkleblack, CRB

105 South Duff Avenue

Ames, IA 50010

Subject: Commercial Land  
1016 South Duff Avenue  
Ames, Iowa

Dear Mr. Winkleblack:

At your request, Ted Frandson has on February 4, 2019, toured the above described property. The effective valuation date for this analysis is February 4, 2019. The complete legal description is found in the Addendum section of this report.

The purpose of the appraisal is to estimate the market value of the fee simple interest in the subject property immediately before and immediately after the acquisition of the right to construct a flood wall on a portion of the property, including all necessary easements, and extraordinary assumptions within this report, based on Iowa law, and any necessary jurisdictional exception, as of February 4, 2019. The intended use of this appraisal is for negotiation with public authorities for condemnation and compensation for the impact on the property. The client and only intended user of this report is M K T M, LLC.

The City of Ames is acquiring rights for the construction of a retaining wall on the north portion of the subject. Written acquisition easements have not been provided. This analysis is based on the extraordinary assumption that the flood wall will be installed on a permanent easement that will also provide a restricted path of access, primarily on the flood side for ongoing maintenance and any future repair or replacement. It is also assumed that all maintenance and future replacement will be entirely at the cost of the city. The wall will be constructed so that the property owner can fill the site south of the wall to at least 2 feet above the 100-year flood plain and build and improvement consistent with the highest and best use close to the new wall. Any deviation from these assumptions will require further analyses and will likely change the result of this appraisal. This analysis assumes that any temporary easement will have a duration of 18 months.

Based on the analysis summarized in this report, our opinion of the market value of the fee simple interest in the subject property immediately before the acquisition of the right to construct a flood wall on a portion of the property, including all necessary easements, and extraordinary assumptions within this report, based on Iowa Law, and any necessary jurisdictional exception, as of February 4, 2019, is:

ONE MILLION FIVE HUNDRED FORTY-SIX THOUSAND DOLLARS  
\$1,546,000

Based on the analysis summarized in this report, our opinion of the market value of the fee simple interest in the subject property immediately after the acquisition of the property rights identified in this analysis, including all necessary easements, and extraordinary assumptions within this report, based on Iowa Law, and any necessary jurisdictional exception, as of February 4, 2019, is:

ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS  
\$1,190,000

Based on the analysis summarized in this report, our opinion of the difference in the market value of the fee simple interest in the subject property immediately before and after the acquisition of the property rights identified in this analysis, including all necessary easements, and extraordinary assumptions within this report, based on Iowa Law, and any necessary jurisdictional exception, as of February 4, 2019, is:

THREE HUNDRED FIFTY-SIX THOUSAND DOLLARS  
\$356,000

This appraisal was prepared based on a definition of market value consistent with Iowa law and utilizing any necessary jurisdictional exception to USPAP.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended uses stated herein. The appraiser is not responsible for unauthorized use of this report.

The scope of this analysis includes the development of the Sales Comparison Approach. The scope of work was adequate to produce a credible appraisal result.

This appraisal report is subject to the attached Assumptions and Limiting Conditions, including the Hazardous Material and Liability and Dispute disclaimers. Do not utilize this report unless you accept these assumptions and limiting conditions.

This appraisal complies with the Uniform Standards of Professional Appraisal Practice (USPAP) guidelines.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addendum.

We appreciate the opportunity to provide this real estate service.

Respectfully,

FRANDSON & ASSOCIATES, L.C.



Ted R. Frandson, MAI, CCIM

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### Addendum

Legal Description  
Qualifications of the Appraisers



## Summary

### Property Identification

Location	- 1016 South Duff Avenue Ames, Iowa
Legal Description	- See Addendum
Property ID	- 09-11-401-050

### Ownership History (Three Years)

Current Owner	- M K T M, LLC
Transfer Date	- The subject parcel has been under similar ownership for an extended period of time (June 2011).
Offers	- Discount Tire as well as other end users have expressed interest but have declined due to the pending acquisition and uncertainty of wall construction.
Listings	- The site has been priced to end users at \$1,600,000 before fill.
Leases	- None

### Purpose and Intended Use of the Appraisal

The purpose of the appraisal is to estimate the market value of the fee simple interest in the subject property immediately before and immediately after the acquisition of the right to construct a flood wall on a portion of the property, including all necessary easements, and extraordinary assumptions within this report, based on Iowa law, and any necessary jurisdictional exception, as of February 4, 2019. The intended use of this appraisal is for negotiation with public authorities for condemnation and compensation for the impact on the property. The client and only intended user of this report is M K T M, LLC.

### Definition of Market Value

#### STATE OF IOWA DEFINITION

**2500.4 Fair and Reasonable Market Value.** The term “fair and reasonable market value” means the cash sales price between a voluntary, willing seller who is not forced to sell, and a voluntary, willing buyer who is not forced to buy. It assumes a buyer and seller are bargaining freely in the open market for the purchase and sale of real estate.

The term does not mean a value under circumstances where greater than its fair price would be obtained, nor does it mean the price which the property would bring at a forced sale. Also, it does not mean what the property is worth to the [owner] [contract purchaser] [tenant] nor what the acquiring agency can afford to pay.

### Authority

Hamer v. Iowa State Highway Commission, 250 Iowa 1228, 98 N.W.2d 746 (1959)  
Stortenbecker v. Iowa Power & Light Co., 250 Iowa 1073, 1080, 96 N.W.2d 205 (1963)  
Comstock v. Iowa State Highway Commission, 254 Iowa 1301, 121 N.W.2d 205 (1963)  
Nedrow v. Michigan-Wisconsin Pipe Line Co., 245 Iowa 763, 61 N.W.2d 687 (1954)  
Korf v. Fleming, 239 Iowa 501, 32 N.W.2d 85, 3 A.L.R.2d 270 (1948)  
29A C.J.S. Eminent Domain, Section 136(3)

### Comment

Note: If the condemnation is of a limited special use property for which there is no ascertainable market value, the jury must find the fair and reasonable intrinsic value of the property. Instructions used in such a case should reflect this change in terminology. See Nichols, The Law of Eminent Domain, (Rev. 3<sup>rd</sup> Ed.) Section 232.

**2500.6 Valuation Factors.** Factors you may consider in determining the fair and reasonable market value of the property are:

1. The location and topography of the property.
2. The size and shape of the property.
3. The improvement made on the property since it was purchased.
4. The quality, age, and construction of the buildings and their location as to the highway boundary line.
5. Comparable sales of other property.
6. Loss of reasonable and convenient access to the adjoining property resulting from the highway construction.
7. The extent of the land actually taken.
8. Any inconvenience resulting from the taking.
9. The character of the neighborhood.
10. The use and capability of the property.
11. Other circumstances disclosed by the evidence which tend to show the fair and reasonable market value of the property.

### Authority

Iowa Development Co. v. Iowa State Highway Commission, 252 Iowa 978, 108 N.W.2d 487 (1961)  
Ranck v. Cedar Rapids, 134 Iowa 563, 111 N.W. 1027 (1907)  
Iowa Code section 6B.21 (as amended)

**2500.8 Controlled Access.** The acquiring agency, (name) has the authority to put in a controlled access highway.

The [owner] [contract purchaser] [tenant]s of the property next to the controlled access highway are not entitled to get to their property at any and all points between it and the highway. They are entitled only to reasonable and convenient access to their property; however, if there is a substantial interference with the right of access, the property [owner] [contract purchaser] [tenant] adjoining the controlled access highway is entitled to fair and just compensation.

In determining whether the [owner] [contract purchaser] [tenant] has lost reasonable and convenient access to the property, you may consider the following factors:

1. The condition, situation, location and use of the property.
2. Its normal access requirements in ordinary use.
3. The location of any present access point or points available to the [owner] [contract purchaser] [tenant], and the extent to which the existing access point or points may be used by the [owner] [contract purchaser] [tenant] in entering and leaving the property.
4. The nature and extent of restrictions to the access point or points on the property.

If you find a substantial interference with access to the [owner] [contract purchaser] [tenant]'s property from (highway/street) as it was before the condemnation [or as relocated], this would be a factor in determining the value of the property after condemnation.

### **Authority**

Iowa Code chapter 306A, Controlled Access Highways  
Belle v. Iowa State Highway Commission, 256 Iowa 43, 126 N.W.2d 311,314 (1964)  
Lehman v. Highway Commission, 251 Iowa 77, 99 N.W.2d 404 (1959)  
Wilson v. Highway Commission, 249 Iowa 994, 90 N.W.2d 161 (1958)  
Iowa State Highway Commission v. Smith, 248 Iowa 869, 82 N.W.2d 755 (1957)

**2500.10 Measure of Damage Re Leasehold.** The tenant, (name), had a lease on the property. The lease was to run to (date) and the tenant was operating a (business) on the leased property. The tenant's interest has been condemned by the acquiring agency.

The measure of the tenant's damages is the fair and reasonable market value of the unexpired term of lease immediately before the condemnation, taking into account the building, fixtures, and personal property on the premises, less the future rent to be paid, and the reasonable value of personal property removed by the tenant after the date of the condemnation.

The following factors may be considered in determining value:

1. The location of the premises, its surroundings and its accessibility.
2. The use to which the premises has been put.
3. Improvements to the premises.
4. The nature, character, type and general construction of the building and fixtures located on the premises.
5. The depreciation of the buildings, fixtures, and personal property since their construction or purchase.
6. Any other pertinent facts disclosed by the evidence.

### Authority

Iowa Code section 6B.21 (as amended)

Estelle v. Iowa State Highway Commission, 254 Iowa 1238, 119 N.W.2d 900 (1963) In this opinion, the Court states:

“And whereas here there is more than one tract under the same lease and separated by a highway, it is the use and operation of the land that determine whether damages should be assessed to the entire leasehold or to the part taken.”

Des Moines Laundry v. City, 197 Iowa 1082, 198 N.W.486, 34 A.L.R. 1517 (1924)

**2500.12 Separate Tracts Operated As One.** The [owner] [contract purchaser] [tenant] claims the condemned property was used with other property owned by (name), which is not being condemned. This is denied by the acquiring agency.

You may consider the following factors in deciding if separate parcels of land were used for one operation:

1. The location of and the relation between the parcels of real estate.
2. The kind and character of the improvements.
3. The type of [business/farming] being carried on.
4. The ownership of and the location of personal property [farming equipment] used.
5. The length of time the use has been and would be in operation.
6. Any other factors and circumstances shown by the evidence.

If you find that just before the condemnation, [both] [all] parcels were [used] [operated] as a single [business] [farming] operation, then you may consider this in determining the fair market value of the condemned property.

### Authority

Crist v. Iowa State Highway Commission, 255 Iowa 615, 123 N.W.2d 424 (1963)

Stortenbecker v. Iowa Power and Light Company, 250 Iowa 1073, 96 N.W.2d 468 (1959)

Paulson v. State Highway Commission, 210 Iowa 651, 231 N.W.296 (1930)

**2500.15 Eminent Domain – Highest and Best Use – Zoning Classification.** The most valuable legal use for which the property was reasonably suited immediately before and after the condemnation must be [a use allowed by the zoning ordinance in effect on (date of condemnation).] [a use permitted by a different zoning classification if there was a reasonable probability that a change to the different zoning classification would be made soon. The [owner] [contract purchaser] [tenant] must prove there was, on (date), a reasonable probability of a zoning change in the near future.]

### Authority

Dolezal v. City of Cedar Rapids, 209 N.W.2d 84, 88-89 (Iowa 1973)

Jones v. Iowa State Highway Commission, 259 Iowa 616, 625-626, 144 N.W.2d 277, 282-283 (1966)

The zoning classification can also be disregarded when there is substantial evidence demonstrating the illegality of a restrictive zoning ordinance and the zoning authority's failure to rezone while considering acquisition of the subject property. Business Ventures, Inc. v. Iowa City, 234 N.W.2d 376 (Iowa 1975).

The determination of "Market Value" may not consider or reflect any enhancement or diminution in value of the subject, caused by the building of the project which has prompted the taking. (No sales exhibiting these effects may be used as a comparable in arriving at the value of the subject property, either before or after the date of condemnation.) *Uniform Jury Instruction 14.3 and Socony Vacuum Oil Co. v State of Iowa*, 170 N.W.2d 378. (Iowa 1969).

### **Scope of the Appraisal**

The scope of the appraisal assignment involves a physical tour of the property, review and analysis of its sale and operating history, researching comparable sales and rentals, and analyzing all information to determine the market value defined in the appraisal report.

The subject property is identified using information provided by the owner or related party, and ownership information is verified through documents of public record. The property is then physically toured by the appraiser, which includes examining the size, shape, topography, and accessibility of the subject site as well as other factors affecting its value. Zoning, access to public utilities, and other public influences are also researched. The building improvements are inspected to determine size, construction quality, finish, functional utility, and current condition. Physical characteristics of the land and improvements are verified through public record and building plans, when available. A general inspection of the subject neighborhood is also completed to determine any characteristics which may affect the property. Demographic and economic information pertaining to the subject neighborhood and surrounding area is gathered using Census reports and economic publications.

Engineering analysis by Bolton and Menk is considered in this analysis.

Information regarding the previous sales of the subject property is obtained using public records and interviewing the present owner or related party. The subject neighborhood and other neighborhoods considered to be comparable are researched for comparable land and building sales, comparable rentals, and market rates which are pertinent to the appraisal assignment. Sales and rental information is verified through interviews with market participants and brokers as well as public sources. Additional market information is available through in-house data collected from previous assignments of similar properties.

All of the information is then used in determining the highest and best use of the property and the completion of the appropriate approaches to value. The Sales Comparison Approach is the primary analysis used in the valuation of land, however, income based methods may be used in the valuation process when applicable. The three approaches used in the valuation of land and improvements are the Cost Approach, Sales Comparison Approach, and Income Approach. Any arm's length lease agreements are analyzed and a leased fee value consideration is made when appropriate.

The final reconciliation of value is then based upon the analysis, with more consideration given to the valuation approaches that include the best market data and more conclusive analysis.

Based on the proposed acquisition, plats, easements, and information from the condemning authority the property is analyzed using all applicable approaches to value as it will be after the acquisition.

The scope of this analysis includes the development of the Sales Comparison Approach. The scope of work was adequate to produce a credible appraisal result.

### **Property Rights Defined**

Fee Simple Estate – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. *The Dictionary of Real Estate Appraisal, Fifth Edition.*

Leased Fee Estate – The ownership interest that the landlord or lessor maintains in a property under a lease with the rights of use and occupancy being conveyed or granted to a tenant or lessee. The ownership interest in a leased property. *The Dictionary of Real Estate Appraisal, Fifth Edition.*

Leasehold Estate – The interest which a tenant or lessee acquires under a lease including rights of use and occupancy for a stated term under certain conditions (e.g., the payment of a premium and/or rent). Leaseholds may be of various duration such as 25 years, 60 years, and 99 years, etc. *The Dictionary of Real Estate Appraisal, Fifth Edition.*

### **Property Rights Appraised**

Fee Simple / Fee Simple subject to acquisition

### **Date of Inspection**

February 4, 2019

### **Date of Valuation**

February 4, 2019

### **Site Summary Before Acquisition**

Source: Bolton & Menk Engineers

Buildable Area	- 1.31 Acres	57,246 SF
Floodway Fringe	- 0.50 Acres	21,608 SF
Floodway	<u>- 0.91 Acres</u>	<u>39,693 SF</u>
Total Area	- 2.72 Acres	118,547 SF

Shape	- Irregular
Frontage	- The subject has frontage along and access from South Duff Avenue.
Topography	- The southwest part of the subject is generally at street grade. The site falls to the north and east into the floodway of Squaw Creek.  The engineer has identified that 8,100 cubic yards of fill is needed to elevate the buildable area one foot above the flood plain to allow construction on the buildable area. This would elevate the entire buildable area, not just the building pad. The floodway fringe could be used for some site improvements.
Street	- Paved, 4-lane
Accessibility	- Good. The subject has direct public full access from South Duff Avenue, which is a major north/south arterial that traverses Ames. There is no median in South Duff Avenue at the entrance to the subject.
Soil/Subsoil	- Although we have conducted no soil tests, the soil and subsoil are assumed to be adequate to support improvements which would represent the highest and best use of the subject site.
Utilities	- All public
Environmental Hazards/ Visible Contaminants	- This appraisal report is subject to the attached Assumptions and Limiting Conditions, including the hazardous material disclaimer.
Easements/Encroachments/ Restrictions	- Other than typical utility easements, no adverse easements or encroachments appear to affect the property.  As set forth in the Assumptions and Limiting Conditions, a title report has not been performed to determine if any deed restrictions exist.
Flood Hazard	- The subject site is located at the edge of a flood zone. A portion of the subject is within the floodway, and floodway fringe. Panel No. 1916590163F, dated October 16, 2014. Engineering drawings by Bolton & Menk are included in this report.

Zoning Classification	- HOC; Highway Oriented Commercial District
Zoning Authority	- City of Ames
Zoning Requirements	- Various commercial uses are permitted including those that benefit the traveling public. Please refer to zoning ordinance for additional details.

### **Highest and Best Use, As Vacant, Before the Acquisition, Considering Iowa Law for Condemnation**

After considering the legally permissible, physically possible, and financially feasible improvement alternatives it appears that the maximally productive use of the subject site as vacant is commercial. The adjacent parcel to the east is under similar ownership. This tract has little visibility, and also has a different highest and best use than the subject. Consequently, it is not considered as part of the subject property before the acquisition. It is possible however, to take some fill material from this tract to use on the subject property, potentially lowering the cost to fill the subject.

### **Description of Proposed Project and Acquisition**

The proposed project is the construction of a flood wall structure in the area of the subject along Squaw Creek and includes a wall on the subject property. As of this analysis we have not been provided with the easement language, easement boundaries or any other final documents.

This analysis is based on the extraordinary assumption that the flood wall will be installed on a permanent easement that will also provide a restricted path of access, primarily on the flood side for ongoing maintenance and any future repair or replacement. It is also assumed that all maintenance and future replacement will be entirely at the cost of the city. The wall will be constructed so that the property owner can fill the site south of the wall to at least 2 feet above the 100-year flood plain and build and improvement consistent with the highest and best use close to the new wall. Any deviation from these assumptions will require further analyses and will likely change the result of this appraisal. This analysis assumes that any temporary easement will have a duration of 18 months.

### **Site Summary After Acquisition**

The acquisition includes no fee taking. The easement area has not yet been defined. With the Above assumptions the primary impact on the subject will be a reduction in the useable/buildable area. The engineers Bolton & Menk have analyzed the useable area both before and after. Their analysis is included in this report. In addition to the reduction in useable area the building will have to be set back from the wall further reducing the utility of the site after the acquisition.



The following summarizes the useable site after the acquisition.

Buildable Area	- 1.01 Acres	44,089 SF
Area Between Wall & Fringe	- 0.16 Acres	6,997 SF
Setback From Wall	- 0.14 Acres (estimated)	6,160 SF (estimated)
Floodway Fringe	- 0.50 Acres	21,608 SF
Floodway	- <u>0.91 Acres</u>	<u>39,693 SF</u>
Total Area	- 2.72 Acres	118,547 SF

### **Highest and Best Use, After Acquisition, considering Iowa Law for Condemnation**

After analyzing the proposed construction of a flood wall and any associated temporary construction easements, the locational attributes and physical characteristics of the subject property, area developments, and considering the subject property will have reduced buildable area, and the highest and best use, after acquisition, is for a commercial use similar to the types of commercial use in its before acquisition considering the extraordinary assumptions within this report.

### **Environmental Problems**

See Assumption and Limiting Conditions

### **Approaches to Value**

Before the Acquisition, Sales Comparison Approach	\$1,546,000
After the Acquisition, with Extraordinary Assumptions Sales Comparison Approach	\$1,190,000

### **Final Estimate of Market Value**

Before the Acquisition	\$1,546,000
After the Acquisition, with Extraordinary Assumptions	\$1,190,000
Difference Between Before and After Acquisition	\$356,000

### **Exposure Period**

The above estimates of market value for the subject property are based on a reasonable exposure period of 6 to 12 months. An exposure period of 6 to 12 month appears reasonable considering recent market activities in the subject's area and the physical characteristics and locational attributes of the subject property. This assumes the subject is marketed by a professional real estate broker at or near the appraised value.

## Exposure Time Definition

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions").

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented. (The Report of the Appraisal Institute Special Task Force on Value Definitions qualifies exposure time in terms of the three above-mentioned values.) See also marketing time.

*Source: The Appraisal Institute  
The Dictionary of Real Estate Appraisal, 5<sup>th</sup> Edition*

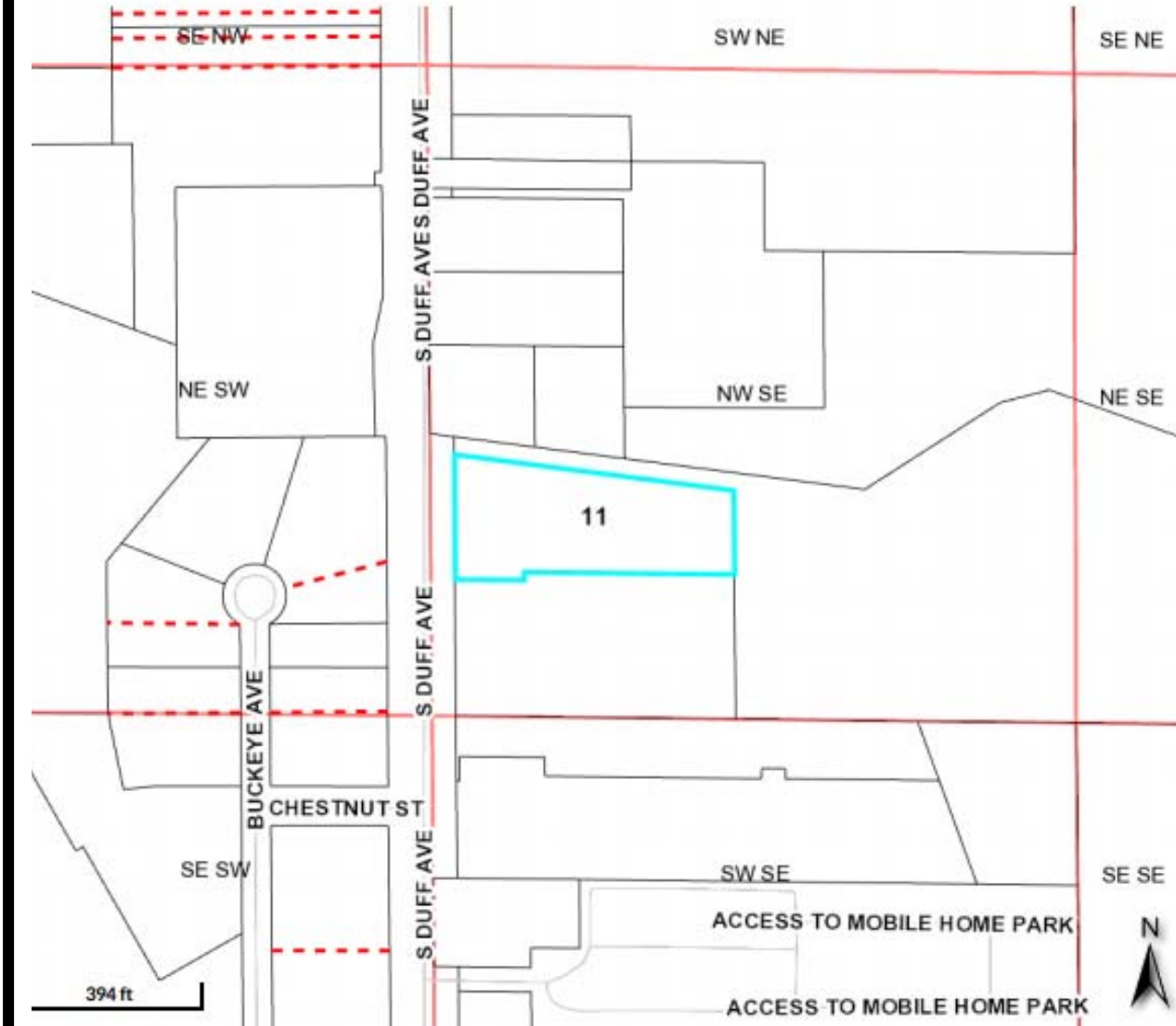
# LOCATION MAP



# LOCATION MAP WITH BUSINESSES



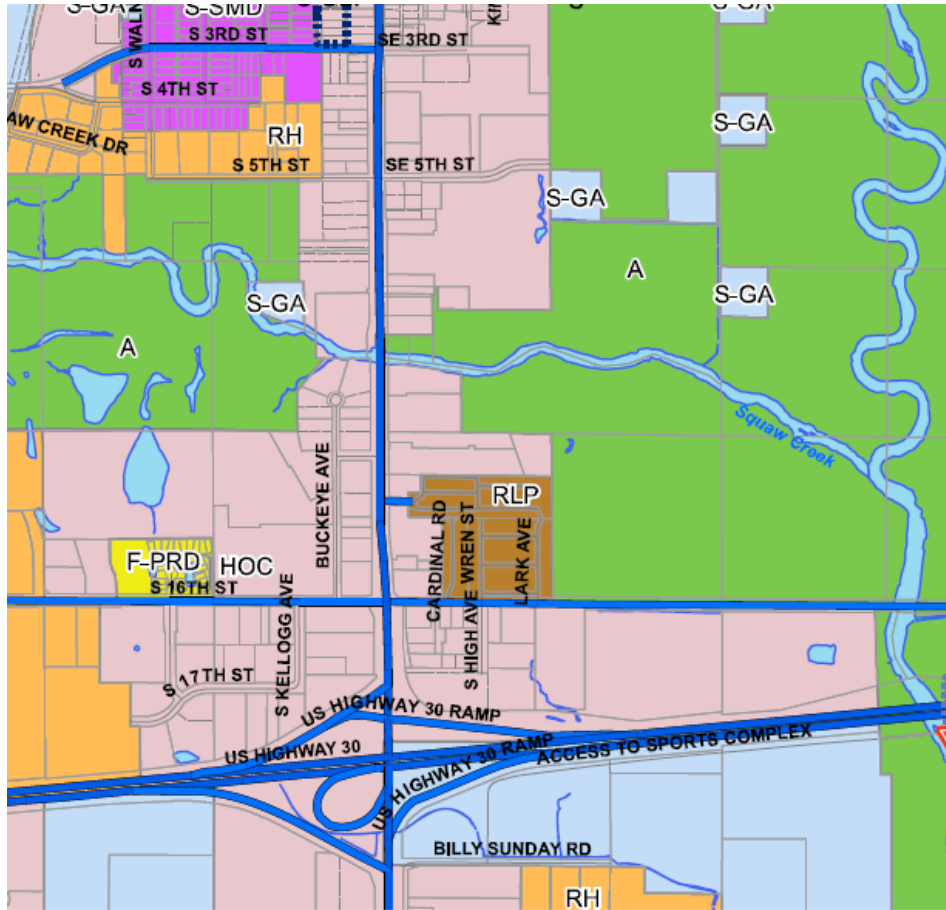
# PLAT MAP



# AERIAL MAP



# ZONING MAP



**LEGEND**

**Agriculture**

- Agricultural Zone "A" (sec 29.600)

**Residential**

- Residential Low Density Zone "RL" (sec 29.701)
- Residential Medium Density Zone "RM" (sec 29.702)
- Urban Core Residential Medium Density Zone "UCRM" (sec 29.703)
- Residential High Density Zone "RH" (sec 29.704)
- Residential Low Density Park Zone "RLP" (sec 29.705)

**Commercial**

- Neighborhood Commercial Zone "NC" (sec 29.801)
- Community Commercial Node "CCN" (sec 29.802)
- Highway-Oriented Commercial Zone "HOC" (sec 29.804)
- Harmed Regional Commercial Zone "HRC" (sec 29.805)
- Community Commercial/Residential "CCRR" (sec 29.807)
- Convenience Commercial Node "CCCN" (sec 29.807)
- Downtown Service Center "DSC" (sec 29.808)
- Campus/Service Center "CSC" (sec 29.809)
- Convenience General Service "CGS" (sec 29.809)

**Industrial**

- General Industrial Zone "GI" (sec 29.901)
- Harmed Industrial Zone "HI" (sec 29.902)

**Special Purpose**

- Hospital/Medical District "S-HM" (sec 29.1001)
- Government/Airport District "S-GA" (sec 29.1002)
- South Lincoln Mixed-Use District "S-SMD" (sec 29.1000)

**Floating Zones**

- Village Residential District "F-VR" (sec 29.1201)
- Suburban Residential Zone Residential Low Density "FS-RL" (sec 29.1202 (4-1))
- Suburban Residential Zone Residential Medium Density "FS-RM" (sec 29.12024-2)
- Harmed Residence District "F-PRD" (sec 29.1203)

**Overlay Zones**

- Single Family Conservation Overlay "O-SFC" (29.1101)
- Historical Preservation Overlay "O-H" (sec 29.1102)
- South Lincoln Fringe Overlay "O-SLF" (sec 29.1106)
- Southeast Entryway Gateway Overlay District "O-GSE" (sec 29.1107)
- East University Impacted District "O-UIC" (sec 29.1110)
- West University Impacted District "O-IJW" (sec 29.1111)
- Northeast Gateway Overlay District "O-GNE" (sec 29.1109)
- Southwest Entryway Gateway Overlay District "O-GSW" (sec 29.1112)
- O-SFC and Historical Preservation Overlay "O-SFC" and "O-H"

**Roads (Not a functional classification)**

- Interstates, Highways, Arterials, Some Collectors
- Other Paved Roads
- Other Rural/Local Roads

**OVERLAY DISTRICT ZONING DISTRICT**

This map is representative of the Official Zoning Map, pursuant to Municipal Code Section 29.30.1, held within the Amos City Clerk's Office, on filing map amendments through May 11, 2010 (Ordinance 4038 published May 18, 2010).

0 25.00 5000 Feet

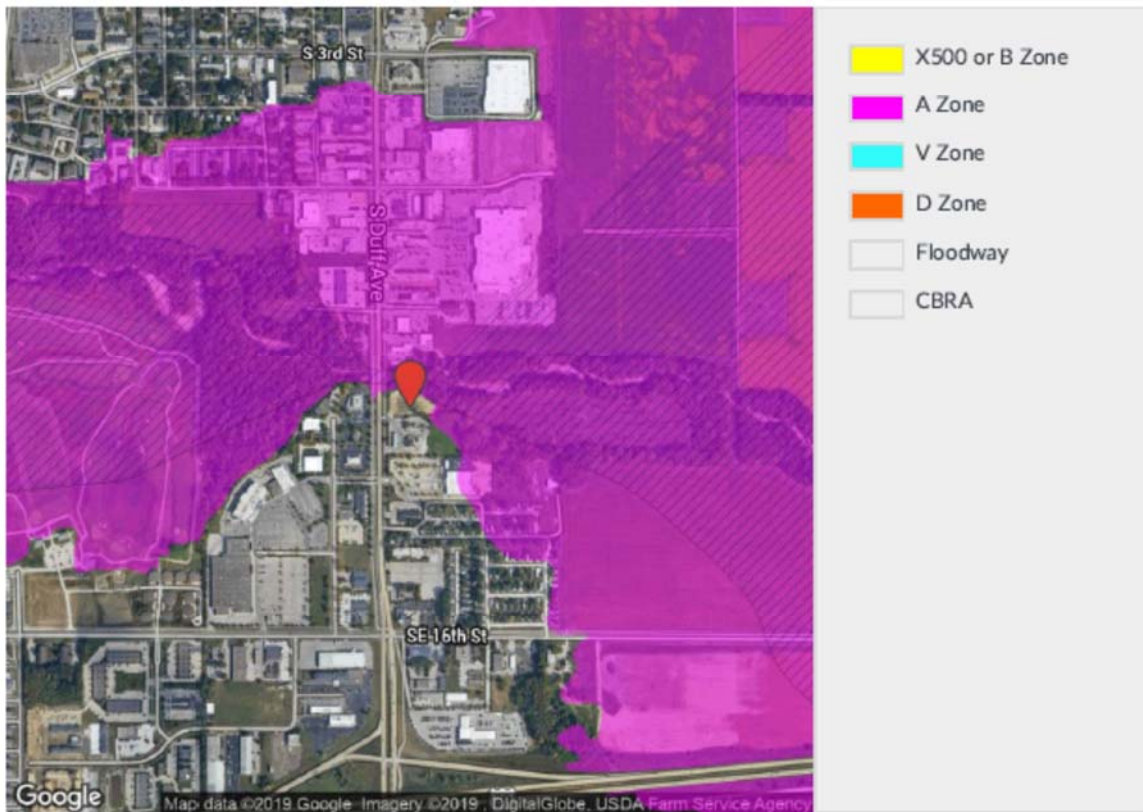
# FLOOD MAP

PANEL DATE

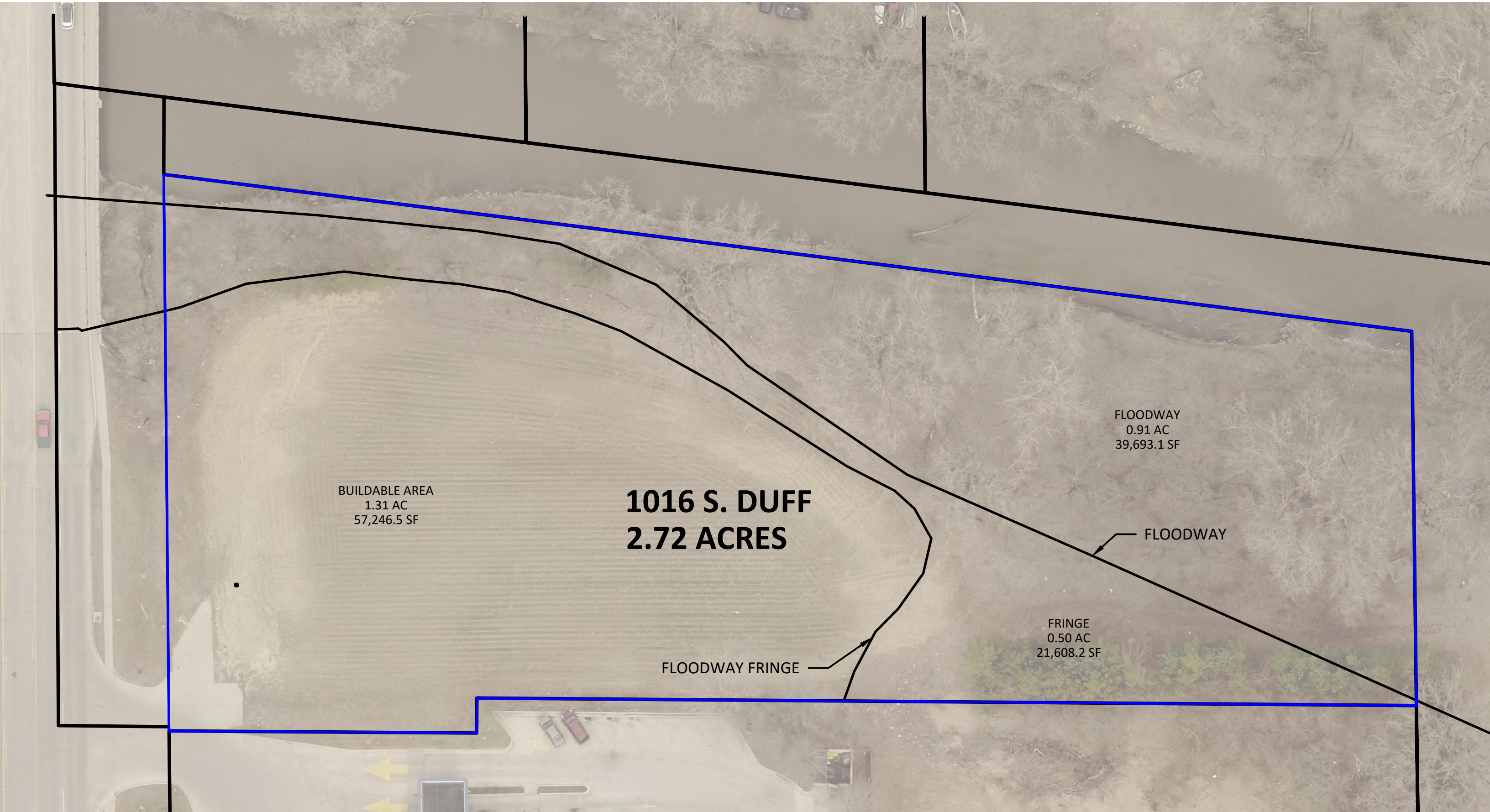
October 16, 2014

MAP NUMBER

191690163F







BUILDABLE AREA  
1.31 AC  
57,246.5 SF

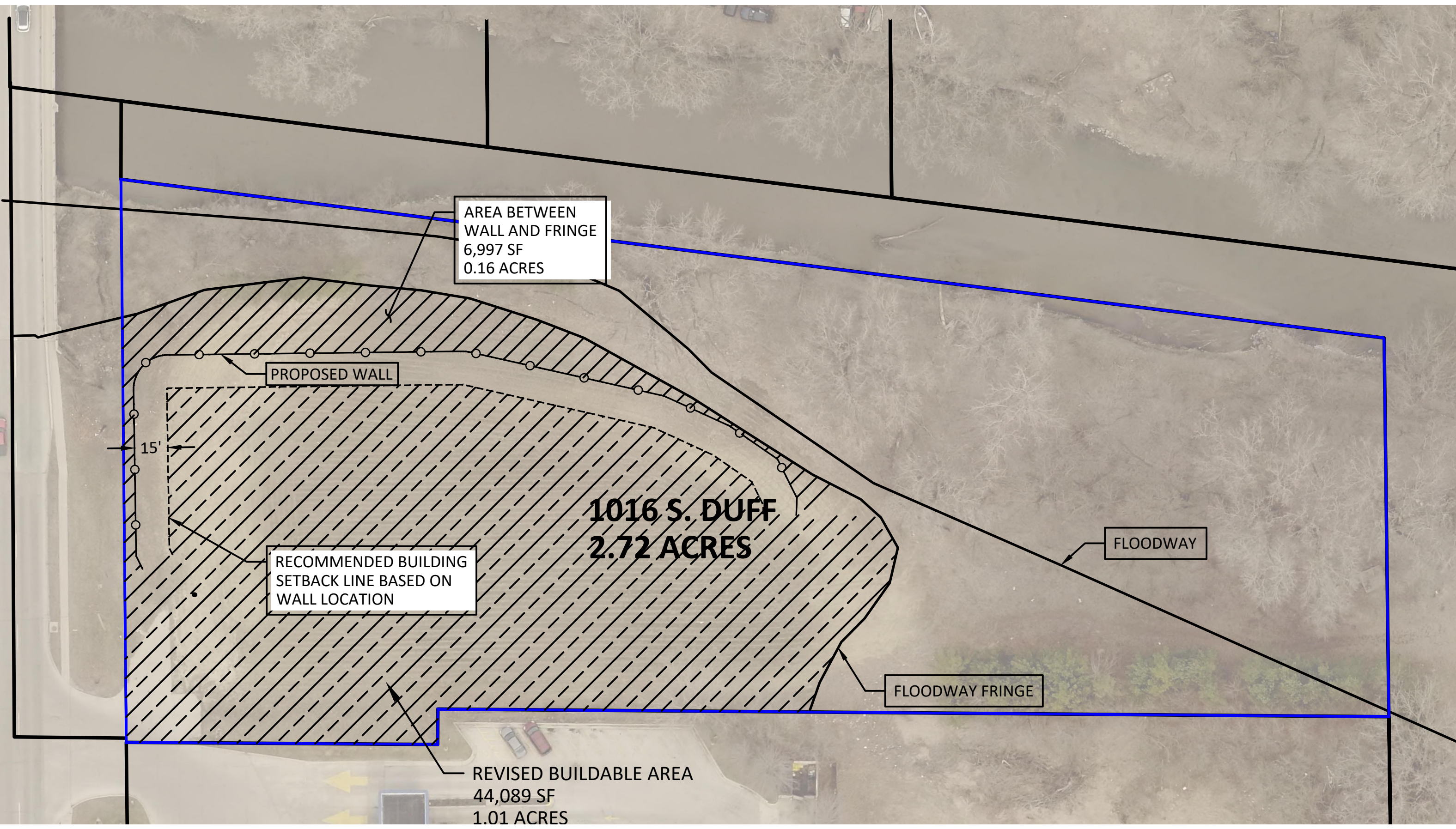
# 1016 S. DUFF 2.72 ACRES

FLOODWAY  
0.91 AC  
39,693.1 SF

FLOODWAY

FRINGE  
0.50 AC  
21,608.2 SF

FLOODWAY FRINGE



AREA BETWEEN  
WALL AND FRINGE  
6,997 SF  
0.16 ACRES

PROPOSED WALL

15'

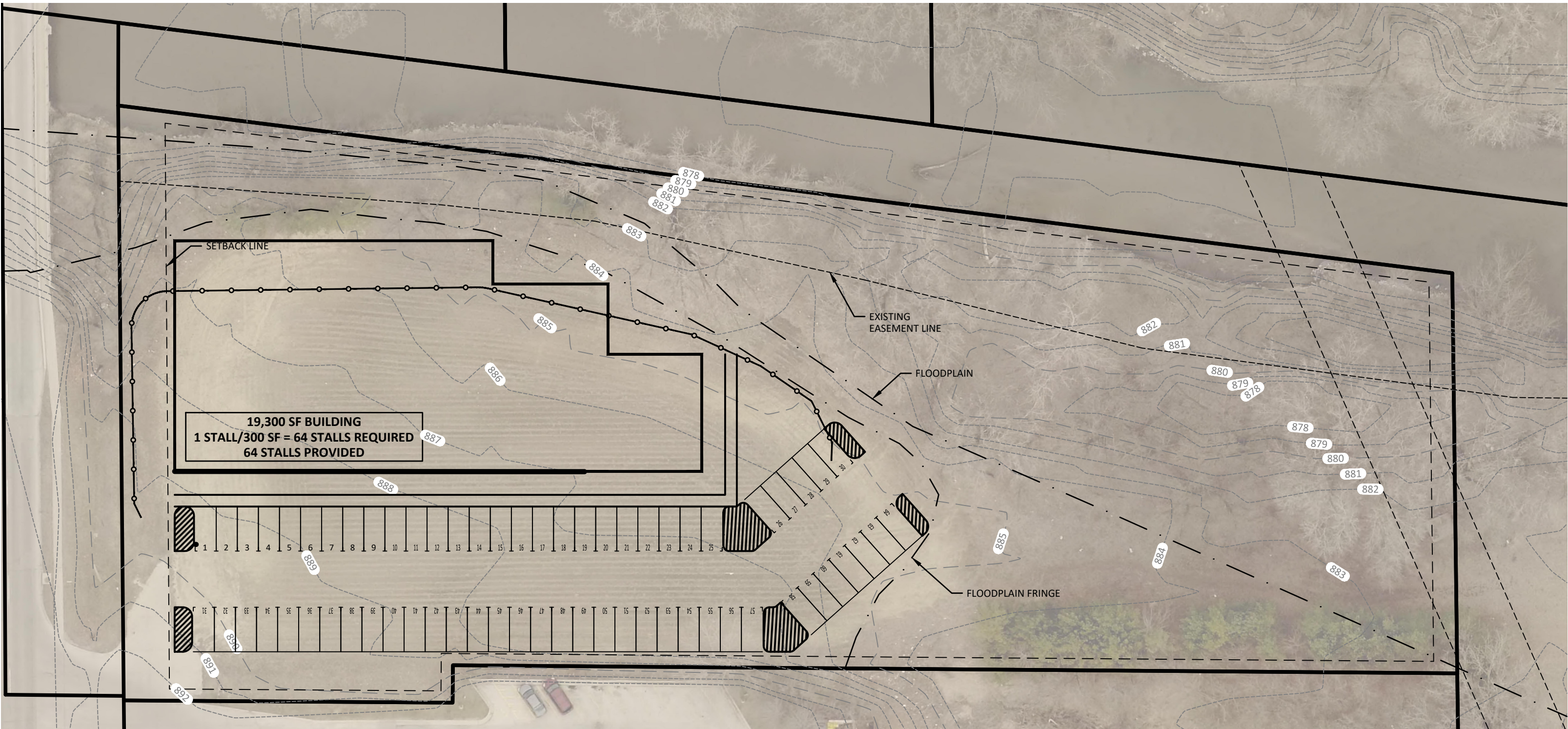
RECOMMENDED BUILDING  
SETBACK LINE BASED ON  
WALL LOCATION

**1016 S. DUFF**  
**2.72 ACRES**

FLOODWAY

FLOODWAY FRINGE

REVISED BUILDABLE AREA  
44,089 SF  
1.01 ACRES



**NEIGHBORHOOD PHOTOGRAPHS**



SOUTH DUFF AVENUE LOOKING NORTH FROM SUBJECT



ADJACENT PROPERTY SOUTH

**NEIGHBORHOOD PHOTOGRAPHS**



LOOKING WEST ACROSS SOUTH DUFF AVENUE



SOUTH DUFF AVENUE LOOKING SOUTH FROM SUBJECT

**PHOTOGRAPHS OF THE SUBJECT PROPERTY**



SUBJECT LOOKING EAST FROM SOUTH DUFF



SUBJECT LOOKING NORTHEAST FROM ENTRANCE

## VALUATION PROCESS

The valuation process is a systematic generalized procedure developed to produce well-researched and well-supported estimates of real property value. The process consists of a progressive series of steps, beginning with the definition of the valuation problem. The process proceeds through the collection of data pertinent to the problem's solution, the selection and application of appropriate analytical approaches and the reconciliation of value indications, into the final estimate of value. It is completed when the value conclusion is reported to the client. The steps in the process and the methods of analysis are adaptable to many appraisal situations. Although the valuation process is designed primarily for market value appraisals, it provides a general framework for most valuation assignments.

The valuation process consists of seven basic steps, which are illustrated below: (Source: *The Appraisal of Real Estate*, 14th edition)

<b>Definition of the Problem</b>					
<i>Identification of Real Estate</i>	<i>Identification of Property Rights to Be Valued</i>	<i>Date of Value Estimate</i>	<i>Use of Appraisal</i>	<i>Definition of Value</i>	<i>Other Limiting Conditions</i>
<b>Preliminary Analysis and Data Selection and Collection</b>					
<i>General Data</i>			<i>Specific Data (Subject and Comparables)</i>		
<i>Social</i>			<i>Site Improvements</i>		
<i>Economic</i>			<i>Sales and Listings</i>		
<i>Government</i>			<i>Cost and Depreciation</i>		
<i>Environmental</i>			<i>Income/Expenses and Capitalization Rate</i>		
<b>Highest and Best Use Analysis</b>					
<i>Land As Though Vacant Property Property As Improved</i>					
<b>Land Value Estimate</b>					
<b>Application of the Three Approaches</b>					
<i>Cost Approach</i>		<i>Sales Comparison Approach</i>		<i>Income Capitalization</i>	
<b>Reconciliation of Value Indications and Final Value Estimate</b>					
<b>Report of Defined Value</b>					

## ASSUMPTIONS AND LIMITING CONDITIONS

### General Conditions

Do not use this report unless you accept these assumptions and limiting conditions.

This appraisal is good for the date of the appraisal report only.

This appraisal report is intended to comply with the reporting requirements set forth under of the Uniform Standards of Professional Appraisal. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended uses stated herein. The appraiser is not responsible for unauthorized use of this report.

The date of the report on which the opinions are expressed in this report is set forth in the Letter of Transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.

The scope of work utilized in the appraisal is adequate to develop a creditable valuation analysis and opinion of value.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although, such matters may be discussed in the report.

No opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions, except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.



No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

The contract for the appraisal of said premises is fulfilled by the signer upon the delivery of this appraisal executed. Disclosure of the contents of this appraisal report is governed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected; or any reference to the Appraisal Institute and the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without the prior written consent and approval of the undersigned. This consent and approval does not apply to government agencies which disclose appraisals and appraised values through their normal business functions.

### **Liability and Dispute**

The extent of the firm and appraiser's liability in any dispute is limited to the amount of the fee charged by the firm for the services.

If there is a dispute the client agrees to utilize mediation or arbitration to settle the dispute.

### **Hazardous Material**

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on, in, or near the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

**For Court or Hearing Testimony**

Testimony or attendance in court or at any other hearing or disposition is not required by reason of rendering this appraisal. If the appraiser agrees to attend arrangements must be made a reasonable time in advance.

The appraiser shall be compensated for his or her time and expensed based on the current appraiser's rate at the time.

Because the date of value used herein is not the date of trial, the appraiser reserves the right to consider and evaluate additional data that becomes available between the date of this report and the date of trial and to make any adjustment to the value opinions that may be required.

**For Title Report Non-Availability**

Because no title report was made available to the appraiser, he/she assumes no responsibility for such items of record not disclosed by his/her normal investigation.

**For Questionable Soil or Geologic Conditions**

No detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraiser.

**Plans and Specifications**

This appraisal report is based in part on plans, specifications, and documentation provided to the appraiser. The general plans and specifications are considered to be a part of this real estate appraisal report.

**For Partial Taking**

This project will be constructed in the manner proposed as described briefly in this report and in detail in the condemnor's construction plans.

During the proposed construction, existing utilities will remain usable by properties presently dependent upon them or they will be rerouted without disruption in service during the proposed construction, after which they will be replaced to provide usage equal to or better than previously existed unless so stated.

**Jurisdictional Exception**

This appraisal was prepared based on a definition of market value consistent with Iowa law and utilizing any necessary jurisdictional exception to USPAP.

**Extraordinary Assumption**

This appraisal report is based on an extraordinary assumption. An extraordinary assumption is an underlying premise of the assignment, something that is believed to be true for the sake of the analysis, but whether or not it is in fact true is uncertain. Extraordinary assumptions differ from the general assumptions that are often made and reported in all assignments. An extraordinary assumption is specific to the assignment at hand. Further, if an extraordinary assumption is contrary to the truth, the assignment results would be affected.

## HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as:

The reasonably probable use that produces the most benefits and highest land value at any given time. (*Appraisal Institute, The Appraisal of Real Estate, Fourteenth Edition, 2013, Page 333.*)

In cases where a site has existing improvements, the highest and best use may be different from the existing use. The existing use will continue until the land value, as if vacant, exceeds the total value of the property net of the cost to remove the improvements.

The highest and best use of a specific parcel of land or improved property is not determined through subjective analysis by the property owner, the developer, or the appraiser; rather, highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property. The highest and best use of the land and improvements becomes the basis for estimating value in each valuation section of this report. The use that maximizes the value represents the highest and best use.

The highest and best use of both land, as though vacant, and property, as improved, must meet four criteria. The highest and best use must be legally permissible, physically possible, financially feasible and maximally productive.

**Legally Permissible** - Private restrictions, zoning, building codes, historic district controls and environmental regulations that may limit or preclude many potential uses are examined. Private restrictions and deed restrictions relate to the covenants under which properties are acquired and may prohibit certain uses or may require building set-backs, building heights, or types of materials. The highest and best use must be a legally permitted use. Potential zoning changes and long-range land use plans are also considered.

**Physically Possible** - The size, shape, area, topography, accessibility, and risk of natural disasters such as floods or earthquakes affect the uses to which the subject can be developed. However, the location of the property is typically the primary factor to be considered and can have the greatest impact on property value and highest and best use. The capacity and availability of public utilities must also be considered.

The highest and best use of a property, as improved, also depends on physical considerations such as size, design, condition and functional utility. Part of the analysis, as improved, considers whether the existing improvements contribute to the value of the whole property or whether the improvements are completely obsolete. (The basic test is if the value of the land exceeds the value of the property, as improved, less demolition cost then the highest and best use, as improved is likely for an alternative use.)

**Financially Feasible** - To determine financial feasibility the net income from the proposed improvements, and land is estimated. This is compared with other possible improvements or alternate investments providing similar risk and liquidity. If the net revenue capable of being generated from a use is sufficient to satisfy the market required rate of return on the investment and provide the required return on the land, the use is considered financially feasible.

**Maximally Productive** - The financially feasible use that produces the highest residual land value is the highest and best use. Financially feasible uses are compared with each other and against alternate investments providing similar risk and liquidity. It is necessary to determine the appropriate rate of return that reflects the associated risk inherent in various types of developments.

### **Highest and Best Use, As If Vacant, Before the Acquisition, Considering Iowa Law for Condemnation**

**Legally Permissible** - The subject is currently zoned HOC; Highway Oriented Commercial District within the city of Ames. The HOC district is intended to allow auto-accommodating commercial development in areas already predominantly developed for this use. The zone allows a full range of retail and service businesses with a large local or citywide market. Development is expected to be generally auto-accommodating, with access from major traffic ways. The zone's development standards are intended to promote an open and pleasant street appearance; development that is aesthetically pleasing for motorists, pedestrians and the businesses themselves; and compatibility with adjacent residential areas. in the C-2 district. The zoning restrictions on the subject site would provide and allow for a wide variety of commercial type uses.

**Physically Possible** - When analyzing the highest and best use of a site, consideration must be given to what is physically possible on the site. Typically, the larger the parcel, the greater its flexibility and development potential, depending on its amount of frontage, size/shape and topography.

The subject site is located along South Duff Avenue, with full access. South Duff Avenue is one of the main north/south arteries through the Ames community. The subject site is 2.72 acres and is irregular in shape with mostly level topography at the buildable site. The subject is at the edge of an area that floods. A portion of the subject is in the floodway and flood fringe area. The buildable area of the site is 57,246 square feet and some fill is needed. All public utilities are available to the subject site. The subject site's size, shape and topography allow for various commercial uses.

**Financially Feasible** – The subject neighborhood is the commercial corridor along South Duff Avenue. This area contains predominantly retail and service commercial uses. There has been significant redevelopment in recent years including new retail uses replacing older retail uses. Considering the subject's location along a high traffic arterial, a commercial use is likely.

**Maximally Productive** - After considering the legally permissible, physically possible, and financially feasible improvement alternatives it appears that the maximally productive use of the subject site as vacant is for commercial use.

**Highest and Best Use, As If Vacant, After the Acquisition, Considering Iowa Law for Condemnation**

The project includes construction of a floodway wall which will sever some of the buildable land from the main/front site. This barrier may also preclude using non-buildable area as side yard, and accessible area.

The acquisition will allow construction on the front of the site so the highest and best use continues to be for commercial development.

## **LAND SALES COMPARISON APPROACH BEFORE ACQUISITION**

The purpose of this section is to estimate the market value of the subject site, as if vacant and ready for development, to its highest and best use.

The Sales Comparison Approach is used to estimate the market value of the site and any minor improvements. This approach compares other similar vacant land parcels that have recently sold. This involves the principle of substitution which states that a prudent purchaser would not pay more for a property than it would cost to buy an equally desirable substitute.

The following factors are considered most important in arriving at an estimate of market value:

- Financing and terms of sale
- Date of sale
- Location
- Size/Shape
- Topography
- Improvements
- Other

After researching the market the following sales have been selected as being most comparable with the subject. Details of each are included at the end of this section. The Market Data Adjustment Table summarizes the sales and the appropriate adjustments as they relate to the subject.

### **Description of Sales**

We have researched the market and selected four sales for the land analysis as vacant. The four sales are located in Ames on the commercial corridors of South Duff Avenue and Lincoln Way.

The following sales have been selected as being most comparable with the subject. Details of each are included at the end of this section. The Market Data Adjustment Table summarizes the sales and the appropriate adjustments as they relate to the subject.

## Land Sales Adjustment Table - Before Acquisition

Sale	Subject	One		Two		Three		Four	
		329 - 403 Lincoln Way Ames		419 Lincoln Way Ames		705&713 South Duff Ave Ames		551 South Duff Avenue Ames	
Sale Date	N/A	Apr-18		Sep-18		Jun-13		Jul-12	
Cash Equivalent Sale Price	N/A	\$1,290,000		\$505,000		\$1,850,000		\$725,000	
Buildable Square Feet	57,246	47,090		12,500		130,000		44,936	
Sale Price per Square Foot	N/A	\$27.39		\$40.40		\$14.23		\$16.13	
Market Conditions Adjustment		2.00%		2.00%		30.00%		30.00%	
Sale Price per Square Foot Adjusted for Market Conditions		\$27.94		\$41.21		\$18.50		\$20.97	
Other Adjustments									
Location / Zoning / Access	S. Duff / HOC / Avg	Simlr / Simlr / Simlr		Supr / Simlr / Simlr	-10.0%	Simlr / Simlr / Simlr		Simlr / Simlr / Simlr	
Size / Shape	57,246 SF / Irregular	Similar / Inferior	10.0%	Smaller / Supr	-10.0%	Larger / Inferior	25.0%	Similar / Inferior	30.0%
Topography	Gen Level - fill needed	Superior	-5.0%	Superior	-3.0%	Superior	-8.0%	Superior	-5.0%
Improvements	None	Similar		Similar		Similar		Similar	
Other									
Net Adjustments		5.0%		-23.0%		17.0%		25.0%	
Adjusted Value per Buildable SF		\$29.34		\$31.73		\$21.65		\$26.21	



## Analysis and Adjustments

**Financing** - The financing adjustment is the first adjustment to be considered. Since the value estimate is made on a cash-equivalent basis, those sales with favorable financing have been adjusted to also reflect a cash-equivalent price. The indicated sales price on the Market Data Adjustment Table reflects this cash equivalent sales price.

**Market Conditions** - The market conditions adjustment is based upon changes in market conditions between the date of the comparable sales and the valuation date of the subject property. All subsequent adjustments will be made to the market conditions adjusted sales price.

**Location/Zoning/Access** - The location adjustment considers a variety of factors such as area development, access to utilities and support facilities, visibility, accessibility, the demand for the area, etc. This adjustment also considers differences in zoning or permitted land uses.

**Size/Shape** - The size adjustment is based upon the principle that typically, the larger the area, the lower the sales price per unit of comparison. The shape adjustment takes into consideration such factors as frontage to depth ratios and overall utility. Size adjustments were made to sales two and three.

**Topography** - The topography adjustment considers such factors as acceptable grade level, drainage, flood plain, and accessibility. The subject is valued as is with some fill needed to be buildable.

**Improvements** - The improvements adjustment considers differences in contributory value of minor improvements between the sales and the subject.

## Conclusion - Before the Acquisition

The indicated value immediately before the acquisition ranges from \$21.65 to \$31.73 per square foot. Sale one was available for sale as a land parcel and was exposed to the market, while the grantee has continued to assemble adjoining properties at higher cost, plus demolition. This sale was the first tract marketed and sold as a land parcel. This recent comparable sale was for \$27.39 per square foot. Some consideration will be given to each of the Sales. The estimated market value of the subject property immediately before the acquisition based on Iowa Law is \$27.00 per square foot.

Buildable Area:	57,246 SF
Unit Value:	\$27.00
Total Value:	\$1,545,642
Rounded:	\$1,546,000

## **LAND SALES COMPARISON APPROACH AFTER ACQUISITION**

As determined in the highest and best use, after acquisition, some of the buildable land from the main/front site will be severed. The acquisition will allow construction on the front of the site so the highest and best use, after acquisition continues to be for commercial development.

The above discussed factors are considered in analyzing the subject property and its land value, after acquisition.

The primary physical change to the property resulting from the proposed floodway wall is that it will reduce the size of the buildable area from 57,246 square feet to 44,089 square feet.

Written acquisition easements have not been provided. This analysis is based on the extraordinary assumption that the flood wall will be installed on a permanent easement that will also provide a restricted path of access, primarily on the flood side for ongoing maintenance and any future repair or replacement. It is also assumed that all maintenance and future replacement will be entirely at the cost of the city. The wall will be constructed so that the property owner can fill the site south of the wall to at least 2 feet above the 100-year flood plain and build and improvement consistent with the highest and best use close to the new wall. Any deviation from these assumptions will require further analyses and will likely change the result. This analysis assumes that any temporary easement will have a duration of 18 months.

This is considered when analyzing the value of the subject property, after acquisition.

Based on the research analyzed and discussed, sales one through four, discussed in the market value of the subject property, before acquisition are considered most comparable and applicable in analyzing the subject property, after acquisition. The following market data adjustment table summarizes sales one through four and their appropriate adjustments to account for their differences with the subject property, after acquisition. The above discussed acquisition and impact on the subject property are considered and applied in the adjustments. Also, the useable area is reduced consistent with the useable/buildable area determined by the engineer.

Land Sales Adjustment Table - After Acquisition

Sale	Subject	One		Two		Three		Four	
		329 - 403 Lincoln Way Ames		419 Lincoln Way Ames		705&713 South Duff Ave Ames		551 South Duff Avenue Ames	
Sale Date	N/A	Apr-18		Sep-18		Jun-13		Jul-12	
Cash Equivalent Sale Price	N/A	\$1,290,000		\$505,000		\$1,850,000		\$725,000	
Buildable Square Feet	44,089	47,090		12,500		130,000		44,936	
Sale Price per Square Foot	N/A	\$27.39		\$40.40		\$14.23		\$16.13	
Market Conditions Adjustment		2.00%		2.00%		30.00%		30.00%	
Sale Price per Square Foot Adjusted for Market Conditions		\$27.94		\$41.21		\$18.50		\$20.97	
Other Adjustments									
Location / Zoning / Access	S. Duff / HOC / Avg	Simlr / Simlr / Simlr		Supr / Simlr / Simlr		Simlr / Simlr / Simlr		Simlr / Simlr / Simlr	
Size / Shape	44,089 SF / Irregular	Similar / Inferior		Smaller / Supr		Larger / Inferior		Similar / Inferior	
Topography	Gen Level - fill needed	Superior		Superior		Superior		Superior	
Improvements	None	Similar		Similar		Similar		Similar	
Other									
Net Adjustments		5.0%		-23.0%		17.0%		25.0%	
Adjusted Value per Buildable SF		\$29.34		\$31.73		\$21.65		\$26.21	

## Analysis and Adjustments

**Financing** - The financing adjustment is the first adjustment to be considered. Since the value estimate is made on a cash-equivalent basis, those sales with favorable financing have been adjusted to also reflect a cash-equivalent price. The indicated sales price on the Market Data Adjustment Table reflects this cash equivalent sales price.

**Market Conditions** - The market conditions adjustment is based upon changes in market conditions between the date of the comparable sales and the valuation date of the subject property. All subsequent adjustments will be made to the market conditions adjusted sales price.

**Location/Zoning/Access** - The location adjustment considers a variety of factors such as area development, access to utilities and support facilities, visibility, accessibility, the demand for the area, etc. This adjustment also considers differences in zoning or permitted land uses. The location is similar in both the before and after valuation.

**Size/Shape** - The size adjustment is based upon the principle that typically, the larger the area, the lower the sales price per unit of comparison. The shape adjustment takes into consideration such factors as frontage to depth ratios and overall utility.

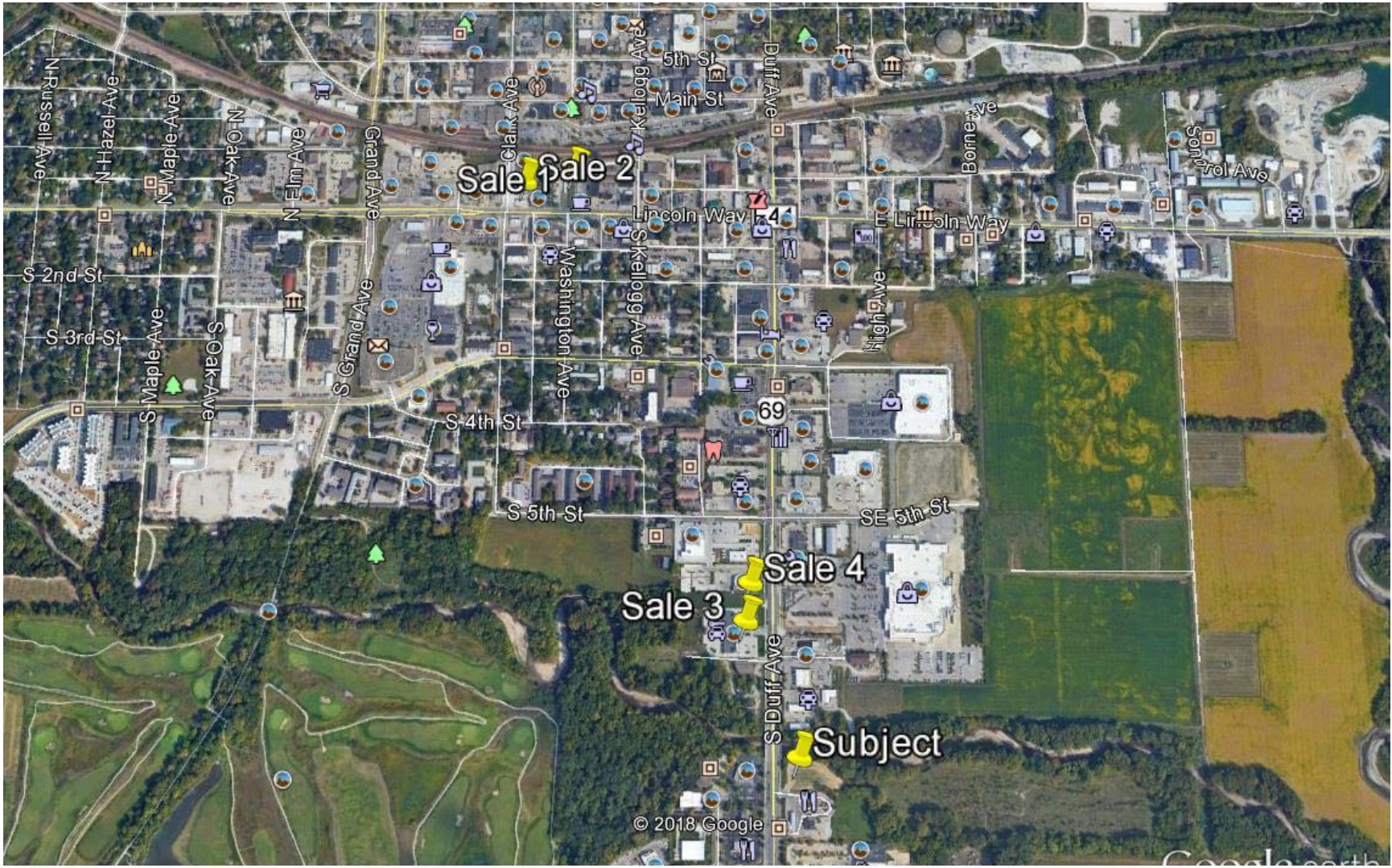
**Topography** - The topography adjustment considers such factors as acceptable grade level, drainage, flood plain, and accessibility. The subject is valued with some fill needed to be buildable.

## Conclusion - After the Acquisition

The indicated value immediately after the acquisition ranges from \$21.65 to \$31.73 per square foot. Some consideration will be given to each of the Sales. The estimated market value of the subject property immediately after the acquisition based on Iowa Law is \$27.00 per square foot.

Area:	44,089 SF
Unit Value:	\$27.00
Total Value:	\$1,190,403
Rounded:	\$1,190,000

# LAND SALES MAP





<b>Address:</b>	329 - 403 Lincoln Way	<b>Sale Price:</b>	\$1,195,000	<b>Date:</b>	4/18
<b>City:</b>	Ames	<b>State:</b>	Iowa	<b>Instrument:</b>	Warranty Deed
<b>Frontage:</b>	Lincoln Way	<b>Recorded Book/Page:</b>	2018/02583	<b>Terms:</b>	Cash to seller
<b>Shape:</b>	Irregular	<b>Adjustment for Terms:</b>	None		
<b>Area SF:</b>	47,090	<b>Demolition Cost:</b>	\$95,000		
<b>Topography:</b>	Generally level	<b>Adj Sale Price:</b>	\$1,290,000		
<b>Zoning:</b>	HOC: Highway Oriented Commercial	<b>S P per SF:</b>	\$27.39		
<b>Utilities:</b>	All public	<b>Grantor:</b>	Wayne Harris		
<b>Street:</b>	Paved	<b>Grantee:</b>	Hunziker Development Company		
<b>Highest and Best Use:</b>	Commercial	<b>Verified by:</b>	Public records/Grantor/Grantee		
<b>Parcel ID #:</b>	09-02-358-130, et al.	<b>Exposure Period:</b>	Property has been known to be available for an extended period.		
<b>Legal Description:</b>	Long legal on file.	<b>Remarks:</b>	Grantee razed older improvements at a cost of \$95,000 including some asbestos abatement. Assessed value was \$927,800 at the time of sale. A mixed use development is planned for this site and the tracts to the west which are being assembled with this sale. This is the first sale in assemblage, marketed as a land reuse. Additional parcels assembled at greater cost/SF.		
<b>Reference No:</b>	n5699land				
<b>Property Category:</b>	Retail				
<b>Region:</b>	Ames				



<b>Address:</b>	419 Lincoln Way	<b>Sale Price:</b>	\$460,000	<b>Date:</b>	9/18
<b>City:</b>	Ames	<b>State:</b>	Iowa	<b>Instrument:</b>	Warranty Deed
<b>Frontage:</b>	Lincoln Way: 100 feet Clark Ave.: 125 feet	<b>Recorded Book/Page:</b>	2018/08368	<b>Terms:</b>	Cash to seller
<b>Shape:</b>	Rectangle	<b>Demolition Cost:</b>	\$45,000	<b>Adj Sale Price:</b>	\$505,000
<b>Area SF:</b>	12,500	<b>S P per SF:</b>	\$40.40	<b>Grantor:</b>	Norma Campbell
<b>Topography:</b>	Generally level	<b>Grantee:</b>	Hunziker Development Company LLC	<b>Verified by:</b>	Public records/Grantee
<b>Zoning:</b>	HOC; Highway Oriented Commercial	<b>Exposure Period:</b>	Approximately 12 months. Listed by local broker.	<b>Remarks:</b>	Small convenience store was razed by the Grantee after the sale at a cost of \$45,000: No contamination was present. Grantee is attempting to assemble additional parcels in this area.
<b>Utilities:</b>	All public				
<b>Street:</b>	Paved				
<b>Highest and Best Use:</b>	Commercial				
<b>Parcel ID #:</b>	09-02-358-170				
<b>Legal Description:</b>	The South 125 feet of Lot 5 in Block 49, 4th Addition to Ames, Story County, Iowa.				
<b>Reference No:</b>	n5694land				
<b>Property Category:</b>	Retail				
<b>Region:</b>	Ames				



<b>Address:</b>	705 & 713 South Duff Avenue	<b>Sale Price:</b>	\$1,650,000	<b>Date:</b>	6/13
<b>City:</b>	Ames	<b>State:</b>	Iowa	<b>Instrument:</b>	Contract
<b>Frontage:</b>	245 LF	<b>Recorded Book/Page:</b>	2013-00007352	<b>Terms:</b>	\$400,000 down payment, 5.5% interest, semi-annual payments of \$82,710.44, balloon payment due July 10, 2023.
<b>Shape:</b>	Rectangular	<b>Adjustment for Terms:</b>	None		
<b>Area SF:</b>	156,627 SF total; 130,000 usable SF	<b>Demolition Cost:</b>	\$200,000 (Demo & Fill)		
<b>Topography:</b>	Site is located in the flood plain. South portion is low and not usable. Several feet (6-7) of fill needed at an estimated cost of \$175,000.	<b>Adj Sale Price:</b>	\$1,850,000		
<b>Zoning:</b>	HOC	<b>S P per SF:</b>	\$14.23 per usable SF		
<b>Utilities:</b>	All public at site	<b>Grantor:</b>	Douglas & Wendy Livy		
<b>Street:</b>	Paved four-lane arterial	<b>Grantee:</b>	E-M Hunziker, LLC		
<b>Highest and Best Use:</b>	Retail	<b>Verified by:</b>	Records/Grantee		
<b>Parcel ID #:</b>	09-11-325-010 & 09-11-325-020	<b>Exposure Period:</b>	Grantee approached grantor		
<b>Legal Description:</b>	Part of the SW 1/4, 83-24-11, Story County, Iowa.	<b>Remarks:</b>	Former Quality Motors used car sales location. Address of 705 South Duff was the building site and large parking lot. Address of 713 South Duff was the smaller adjacent parking lot to the south. Building was vacant at the time of sale, proprietor retired. This site was assembled with the former Happy Joe's site to the north to develop Southpointe Centre, an 18,825 SF retail & restaurant center, up to ten bays w/ 158 parking stalls, 26,900 daily traffic count. (Center is 55% preleased as of Dec. 20, 2014.) Grantee based purchase on approximately \$20.00 per SF of marketable and usable area with Duff Avenue frontage.		
<b>Reference No:</b>	n5067land				
<b>Property Category:</b>	Retail				
<b>Region:</b>	Ames				





<b>Address:</b>	551 South Duff Avenue	<b>Sale Price:</b>	\$675,000	<b>Date:</b>	7/12
<b>City:</b>	Ames	<b>State:</b>	Iowa	<b>Instrument:</b>	Warranty Deed
<b>Frontage:</b>	551 LF: South Duff Avenue	<b>Recorded Book/Page:</b>	2012-8698	<b>Terms:</b>	Cash to seller
<b>Shape:</b>	Rectangular	<b>Adjustment for Terms:</b>	\$50,000 Fill	<b>Adj Sale Price:</b>	\$725,000
<b>Area SF:</b>	44,936 SF	<b>S P per SF:</b>	\$16.13	<b>Grantor:</b>	Pizzas On Duff, LLC
<b>Area Acres:</b>	1.032	<b>Grantee:</b>	Blue Sky Properties, LLC (Chuck Winkleblack)	<b>Verified by:</b>	Records/Grantee
<b>Topography:</b>	Level. Located in flood plain. Several feet of fill needed at an approximate cost of \$50,000.	<b>Exposure Period:</b>	Actively listed for sale	<b>Remarks:</b>	This site and 705 & 713 South Duff were assembled to build Southpointe Center with 18,825 SF of retail & restaurant space, up to 10 bays, 158 parking stalls, 26,900 daily traffic count. Construction underway in Dec. of 2014. This is the site of the former Happy Joe's Pizza restaurant. Building was demolished prior to this sale. Approximately six feet of fill was added by the Grantee to part of the site. Grantee based purchase on approximately \$20.00 per SF of marketable and usable area with Duff Avenue frontage.
<b>Zoning:</b>	HOC				
<b>Utilities:</b>	All public				
<b>Street:</b>	Paved, four lane arterial				
<b>Highest and Best Use:</b>	Retail				
<b>Parcel ID #:</b>	09-11-176-080				
<b>Legal Description:</b>	Cayler's 2nd Addition, Lot 20 & South 22 feet of Lot 19, City of Ames, Story County, Iowa.				
<b>Reference No:</b>	n5068land				
<b>Property Category:</b>	Retail				
<b>Region:</b>	Ames				

## RECONCILIATION AND FINAL VALUE ESTIMATE

The following is a summary of the before acquisition and after acquisition market values developed within this appraisal based on the extraordinary assumptions within this report and any jurisdictional exceptions.

### Fee Simple Interest

Before Acquisition	\$1,546,000
After Acquisition	<u>\$1,190,000</u>
Difference Between Before and After Acquisition	\$356,000

## CERTIFICATION

I certify that to the best of my knowledge and belief:

I have the knowledge and experience necessary to complete the assignment competently.

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analysis, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to, the property that is the subject of this report or to the parties involved.

Neither my engagement to make this appraisal nor any compensation therefore are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.

The reported analysis, opinions, and conclusions were developed; and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, FIRREA Guidelines, and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal tour of the property that is the subject of this report.

I have not provided services regarding this property in the last three years.

No one provided significant professional assistance to the persons signing this report.

Neither the appraiser nor this appraisal firm, have been sued for fraud or negligence.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

As of the date of this report, I, Ted R. Frandson, MAI, have completed the continuing education program for Designated members of the Appraisal Institute.

As of the date of this report I certify that I am currently a Certified General Real Property Appraiser in the State of Iowa, State License Number CG 01131. Expires June 30, 2020.

Date of Report

February 13, 2019

Appraiser:



---

Ted R. Frandson, MAI, CCIM



<b>INSTRUMENT PREPARED BY:</b>	David W. Benson, 1416 Buckeye Ave., Ames IA 50010 (Tel: 956-3900)
<b>RETURN DOCUMENT TO:</b>	David W. Benson, 1416 Buckeye Ave., Ames IA 50010
<b>MAIL TAX STATEMENT TO:</b>	MKTM, L.L.C.; 1816 SE 5 <sup>th</sup> Street, Ames IA 50010

### **CONSENT AND DEDICATION**

**KNOW ALL PERSONS BY THIS INSTRUMENT:** That the undersigned, MKTM, L.L.C. is the sole, lawful owners of the real property located in Story County, Iowa, and legally described as follows:

All that part of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, lying South of Squaw Creek; except the following:

Parcel "A" of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 26, 1994, as Instrument Number 94-09700, in Book 12 at Page 133.

As owner of said real property, pursuant to section 354.11 of the Code of Iowa, the undersigned does hereby acknowledge and declare that the subdividing of said real property as it appears on the plat attached hereto is done with its free consent and in accordance with its desire. The plat of said real property is to be known as:

Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa.

In accordance with sections 354.11 and 354.19 of the Code of Iowa, the undersigned hereby dedicate to the State of Iowa, and to the public all lands within the plat that are designated for streets and which are described as:

Lot A.

IN WITNESS WHEREOF the undersigned has executed this instrument on June 21, 2011.  
MKTM, L.L.C.

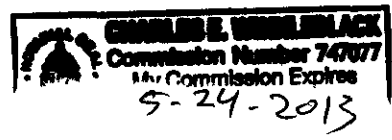
By *Thomas Carney*  
Thomas Carney, Member

By *Matt Carney*  
Matt Carney, Member

STATE OF IOWA, COUNTY OF STORY, SS:

On June 21, 2011, before me the undersigned, a Notary Public in and for said state, personally appeared Thomas Carney and Matt Carney, to me personally known, who, being by me duly sworn, did say that they are all of the Members of said **LIMITED LIABILITY COMPANY** executing the foregoing instrument; that said instrument was signed on behalf of said limited liability company by authority of its members and the said members acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

*Charles E. Winchell*  
Notary Public



**ATTORNEY'S TITLE OPINION**

I, David W. Benson, the undersigned, state:

1. I am an attorney licensed to practice in the State of Iowa and my principal place of business is located at 1416 Buckeye Ave., Suite 2000 Ames, IA 50010-8070 (Telephone: 515-956-3900).

2. Pursuant to section 354.11 of the Code of Iowa, I have examined the abstract of title to the real property described in the attached subdivision plat to be known as Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa.

3. Based on such examination, I find that fee simple title to said real property is vested in:

MKTM, L.L.C.

4. Based on such examination, I find that there are no holders of mortgages, liens, or other encumbrances on said real property being platted.

Dated June 14, 2011.

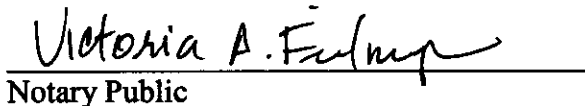


David W. Benson, Attorney

STATE OF IOWA, COUNTY OF STORY, SS:

This instrument was acknowledged before me on June 14, 2011, by David W. Benson.



  
Notary Public



Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa:

All that part of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, lying South of Squaw Creek; except the following:

Parcel "A" of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 26, 1994, as Instrument Number 94-09700, in Book 12 at Page 133.

Attachment No. \_\_\_\_\_  
Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa

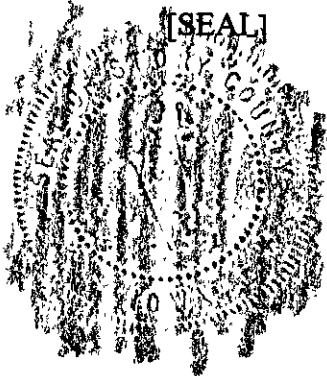
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***TREASURER'S CERTIFICATE***

I, Renee Twedt, Treasurer of Story County, Iowa, pursuant to section 354.11 of the Code, hereby certify that the real property described in the attached subdivision plat to be known as Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa (Tax Parcel Numbers 09-11-401-005; 09-11-401-030; and 09-11-401-015, is free from certified taxes and certified special assessments.

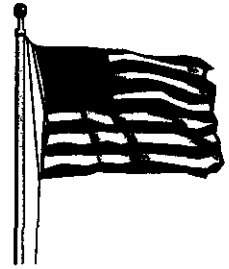
Dated this 21st day of June, 2011.

*Renee Twedt, Treasurer*  
*Care M. Evans, Deputy*  
RENEE TWEDT, Treasurer





**LUCY MARTIN**  
**Story County Auditor**  
**and**  
**Commissioner of Elections**



**Approval of Subdivision Plat Name by Story County Auditor**

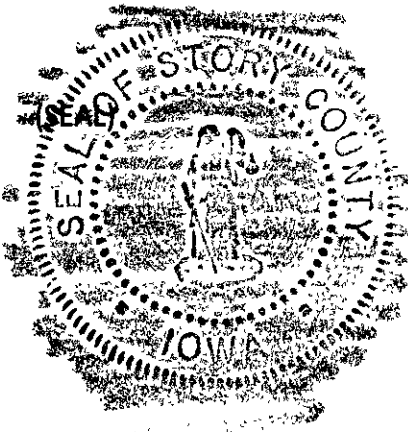
Date 06/30/11

The Story County Auditor's Office has reviewed the final plat of:

Carney & Sons' Subdivision

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed \_\_\_\_\_  
County Auditor of Story County, Iowa



**CITY OF AMES, IOWA**  
**RESOLUTION NO. 11-313**

*Accepting final plat of Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa and accepting the dedication of certain land for street purposes and utility easements.*

**WHEREAS**, there has been submitted to the City Council of the City of Ames, Iowa, a plat of the real property hereinafter described and designated as "Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa";

**WHEREAS**, MKTM, L.L.C., the sole owner of said real property, has executed and acknowledged an instrument consenting to said plat;

**WHEREAS**, it appears that said plat complies with all requirements of chapters 354 and 355 of the Code of Iowa and the platting ordinance of the City of Ames, Iowa;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Ames, Iowa:

1. The City Council accepts and approves as an official subdivision plat to be known as "Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa", the subdivision plat of the real property situated in Story County, Iowa, described as:

All that part of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, lying South of Squaw Creek; except the following:

Parcel "A" of the North Half of the Southeast Quarter (N ½ - SE ¼) of Section 11, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., in the City of Ames, Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 26, 1994, as Instrument Number 94-09700, in Book 12 at Page 133.

2. The City Council does hereby accept for street right-of-way purpose that certain tract of land designated on said plat and described as:

Lot A, dedicated to the State of Iowa for public road purposes.

3. The City Council does hereby accept for utility purposes all other land designated on said plat for easement purposes.

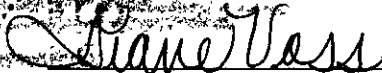
4. The Mayor and Clerk are authorized and directed to certify and affix to said plat a true copy of this resolution in accordance with sections 354.8 of the Code of Iowa.

**APPROVAL BY MAYOR**

The foregoing Resolution having been adopted this date by the City Council, I hereby approve the same by affixing my signature as Mayor on this 28th day of June, 2011.

  
Ann H. Campbell, Mayor

ATTEST:

  
Diane Voss, City Clerk

**RECORD OF COUNCIL PROCEEDINGS  
FOR RESOLUTION NO. 11-313**

The City Council of Ames, Iowa, met in regular session in the council chambers, City Hall, Ames, Iowa, at 7:00 P.M., on June 28, 2011, with the Mayor presiding and the following Council Members present and absent:

*Present:* Davis, Goodman, Larson, Mahayni, Orazem, Wacha.  
*Absent:* None.

Council Member Mahayni introduced the resolution and moved its adoption. Council Member Davis seconded the motion to adopt. Upon consideration, the Mayor put the question on the motion. The roll was called and the Council Members voted as follows:

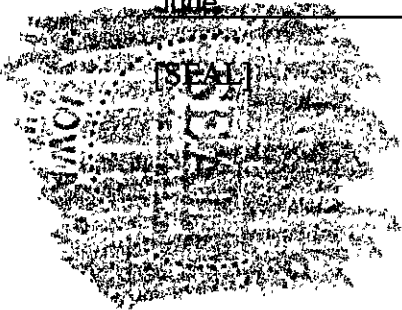
*Yes:* Davis, Goodman, Larson, Mahayni, Orazem, Wacha.  
*No:* None.  
*Not voting:* None.

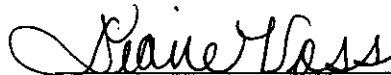
The Mayor declared the resolution adopted.

**CLERK'S CERTIFICATE**

I, the undersigned, the duly appointed, qualified and acting City Clerk of the City of Ames, Iowa, do hereby certify that the foregoing Resolution is a true and exact copy of Resolution No. 11-313; that the Resolution was duly adopted by the City Council of Ames, Iowa, at a meeting thereof as stated in the foregoing Record of Council Proceedings.

WITNESS my signature and the seal of the City of Ames, Iowa, on this 28 day of June, 2011.



  
\_\_\_\_\_  
DIANE VOSS, City Clerk

# FRANDSON & ASSOCIATES, L.C.

COMMERCIAL REAL ESTATE APPRAISAL AND CONSULTING

---

## Ted R. Frandson, MAI, CCIM Principal & Real Estate Appraiser

### Experience

Ted has been the Principal of Frandson and Associates (formerly Frandson, Knapp & Associates) since 1995. Professional experience includes joining Carlson, McClure & McWilliams, Inc. in 1987, as a Commercial Real Estate Appraiser, appraising all types of industrial, office, multi-tenant/multi-family, special use, and agricultural properties.

Prior experience includes being co-owner of Frandson, Knapp Properties, L.C., a Research Assistant at Iowa state University – Department of Economics in Ames, Iowa, as well as Broker/Owner of Frandson Real Estate and Management in Des Moines, Iowa.

### General Appraisal and Consulting Experience includes:

- District Court testimony, presentations at PAAB, condemnation hearings, and Board of Review
- Eminent Domain Acquisition under both Iowa and Federal Law concepts presentation before state, county, and municipal compensation commissions
- Testified as an expert witness in Iowa and California District Courts
- Property tax assessment valuation and consultation for assessors and for property owners.
- Mortgage lending narrative appraisals meeting USPAP and FIRREA guidelines
- Multi-Family Financing Appraisals prepared for HUD
- Independent Appraisal Review for public acquisition
- Discounted cash flow analysis of large multitenant properties using Argus
- Feasibility and market studies
- Market rent and location consultation
- Market rent studies prepared for HUD
- Appraisal Management Services

### Education

#### Iowa State University

Bachelor of Science

Major: Agricultural Business and Economics

#### Course Work Includes:

Capitalization Theory, Part A, Part B	Real Estate Finance, Value, and Investment Performance
Case Studies in Real Estate Valuation	Report Writing and Valuation Analysis
Cash Equivalency	Standards of Professional Practice
Contract or Effective Rent: Finding the Real Rent	USPAP Update
Decision Analysis for Commercial Real Estate	
Eminent Domain & Condemnation	
Financial Analysis for Commercial Investment Real Estate	
Market Analysis for Commercial Investment Real Estate	

### Professional Organization

Designated Member of the Appraisal Institute, MAI

Designated Member of the Commercial Investment Real Estate Institute, CCIM

State of Iowa - Certified General Real Property Appraiser

### Boards and Organizations

Story County Board of Adjustment 1994 to 2003

Story County Compensation Commission

Six Year Member, Judicial Nominating Commission, District 2B, State of Iowa

### Certification Statement

As of the date of this report, Ted R. Frandson is a Certified General Real Property Appraiser in the State of Iowa. (CG01131)



Iowa  
Appraisal and Research  
CORPORATION

## **VALUE FINDING REAL ESTATE APPRAISAL**



**OF**

Partial Acquisition of property owned by M K T M, LLC  
For City of Ames Flood Mitigation Project in Ames, IA.

**FOR**

City of Ames  
515 Clark Ave  
PO Box 811  
Ames, IA 50010

**EFFECTIVE DATE**

April 24, 2018

**PREPARED BY**

Daniel W. Dvorak, MAI  
Nelson J. Jerabek



1707 High Street  
Des Moines, Iowa 50309-3313  
Tel (515) 283-0146 fax (515) 283-0558  
iarc@iowaappraisal.com www.iowaappraisal.com



July 20, 2018

Tracy Warner  
City of Ames  
515 Clark Ave  
PO Box 811  
Ames, IA 50010

Dear Ms. Warner:

**Re: Partial Acquisition of Property Owned by M K T M, LLC in Ames, IA.  
For City of Ames Flood Mitigation Project in Ames, IA.**

As you requested, we have observed the property identified in the caption of this letter on April 24, 2018. The property's legal description is summarized in the Summary of Salient Data section. The property visit is part of an appraisal process to estimate just compensation. The property visit is part of an appraisal process to estimate just compensation for partial acquisition.

The estimates of market value assume the price paid for the property is unaffected by any knowledge of the proposed project.

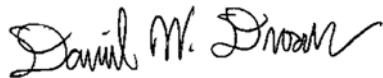
*"The opinion of just compensation arrived at in this value finding appraisal report reflects the appraiser's opinion of the difference between the before and after values. Our opinion of just compensation is no different than if doing a before and after appraisal."*

This appraisal is prepared in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, in accordance with Part 24 of Title 49 of the Code of Federal Regulations, and under the Jurisdictional Exception contained in the Standards of Professional Appraisal Practice. Our findings are presented in an appraisal report in value finding format. We are to estimate just compensation under two scenarios: one in which the acquisitions are of permanent flowage easements and another in which the acquisitions are of fee title. We estimate just compensation for the proposed acquisitions as follows:

1016 S Duff Ave - Fee Simple Acq. Alternative	\$377,470
1016 S Duff Ave - Permanent Easement Acq. Alternative	\$150,270
1008 S Duff Ave - Fee Simple Acq. Alternative	\$41,280
1008 S Duff Ave - Permanent Easement Acq. Alternative	\$6,840

Thank you for using our appraisal services. If you have any questions regarding the estimate of market value, please feel free to contact us at your convenience.

Respectfully submitted,



Daniel W. Dvorak, MAI  
Vice President



Nelson J. Jerabek  
Associate Real Estate Appraiser

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED

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**ADDENDA**

<b>COMPARABLE LAND SALES AND MAP – 1016 S DUFF AVE</b>	
<b>COMPARABLE LAND SALES AND MAP – 1008 S DUFF AVE</b>	
<b>CARNEY AND SON'S FINAL PLAT</b>	
<b>DEFINITIONS</b>	
<b>QUALIFICATIONS OF THE APPRAISERS</b>	
<b>STATE CERTIFICATIONS</b>	
<b>PRIVACY POLICY</b>	

## SUMMARY OF SALIENT DATA

### Property Identification

The subject includes two assessment parcels located east of S Duff Avenue in Ames, IA. The parcels were split in June 2011 as part of a subdivision and development plan. Both of the parcels are titled to the M K T M, LLC. The assessment parcel with a local address of 1016 S Duff Ave has the majority of frontage along S Duff Ave and has a large area of developable land outside of the flood hazard area. The assessment parcel that has minimal frontage on S Duff, is primarily located back from the corridor and is within the flood hazard area. It is utilized for recreational/greenspace use.

### Legal Description

The abbreviated legal description provided in the assessor's records for each respective subject parcel is as follows:

1016 S Duff Ave: *CARNEY AND SON'S SUBDIVISION 1<sup>ST</sup> ADDITION LOT 1 AMES*

1008 S Duff Ave: *CARNEY AND SON'S SUBDIVISION 1<sup>ST</sup> ADDITION OUTLOT A AMES*

### Ownership and Sales History

According to public records, the subject is titled to the M K T M, LLC. We are not aware of any ownership involving the subject in the past five years. The parcel that has majority frontage on S Duff Ave, with developable land outside of the flood hazard (local address of 1016 S Duff Ave) is listed for sale at a price of \$1,600,000. The listing is further analyzed in the valuation section later in this approach. The parcel that primarily sits back from the corridor (local address of 1008 S Duff Ave) is not listed for sale.

### Occupancy

The subject is a combination of development ready commercial land and undeveloped recreational/timber land. There are no leases in place that affect the subject.

### Assessed Valuation

The assessed valuation of the subject parcels effective January 1, 2018 is summarized below.

<b>ASSESSMENT DATA</b>				
Address	Parcel #	Land	Improvements	Total
1016 S Duff Ave	09-11-401-050	\$1,400	\$0	\$1,400
1008 S Duff Ave	09-11-401-075	<u>\$131,000</u>	<u>\$0</u>	<u>\$131,000</u>
		\$132,400	\$0	\$132,400

Public records indicate taxes are current. There are no special assessments against the subject.

### Scope of the Appraisal

Please refer to the scope of work section.

### Intended Users

Our intended user is the City of Ames; no other user is intended.

### Intended Use

The appraisal is to be used to estimate just compensation; no other use is intended.

### Client

Our client is the City of Ames.



### **Definition of Fair Market Value**

The term fair and reasonable market value is defined as the cash price which would be arrived at as between a voluntary seller, willing but not compelled to sell, and a voluntary purchaser willing, but not compelled to buy. It assumes a buyer and seller are bargaining freely, in the open market for the purchase and sale of the real estate in question.

The term does not mean a value under circumstances where greater than its fair price could be obtained, nor does it mean the price which the property would bring at a forced sale. It does not mean what the property is worth to the plaintiff(owner) nor what the defendant(acquiring authority) can afford to pay, but what it is fairly worth in cash on the open market, as stated above. (Iowa Civil Jury Instructions 2500.4).

In short, the fair and reasonable market value of a property is to be considered in the same manner that a knowledgeable, voluntary buyer determines the fair and reasonable market value of a property: in terms of its capabilities, its detriments, and its fair and reasonable worth in the marketplace.

The jury and/or Compensation Commission is entitled to be informed of all the factors which (1) tend to show value, which the willing seller would impress upon the willing buyer, and (2) tend to indicate lack of value, which the willing buyer would impress upon the willing seller. These factors sales of comparable properties and evidence of its highest and best use. (Iowa Civil Jury Instructions 2500.6 and annotated authorities). See also *Bellew v. ISHC*, 171 N.W.2d 284, 288, 289 (Iowa 1969) and *In Re Primary Road No. 141*, 255 Iowa 711, 124 N.W.2d 141, 147 (Iowa 1963).

The determination of "Market Value" may not consider or reflect any enhancement in value of the subject, caused by the public improvement which has prompted the taking. (i.e. no sales exhibiting these effects may be used as a comparable in arriving at the value of the subject property, either before or after the date of condemnation.) (Iowa Civil Jury Instructions 2500.3). *Socony Vacuum Oil Co. v. State of Iowa*, 170 N.W.2d 378. (Iowa 1969).

Source: Iowa Department of Transportation, Office of Right of Way, Appraisal Operations Manual, March 2016.

Please refer to the Addenda for the definition of other selected terms used in this report.

### **Definitions**

Please refer to the Addenda for the definition of other selected terms used in this report.

### **Zoning**

The subject is zoned a mixture of HOC, Highway Oriented Commercial and A-1, Agricultural.

### **Flood Hazard Area**

A large percentage of the site in either the Floodway or 100-year floodplain. There is an open, buildable portion of the site however that is located outside of the flood hazard at the far western and southern portion along S Duff Ave.

### **Property Visit and Effective Date of the Report**

The subject property was observed on April 24, 2018 by Daniel W. Dvorak and Nelson J. Jerabek. The appraisal is effective as of April 24, 2018.

### **Date of Report**

July 20, 2018



**Contamination**

No signs of contamination were observed. We have performed this analysis assuming the property is not contaminated.

**Contacts**

*Owner*

M K T M, LLC

Tom Carney

1816 SE 5<sup>th</sup> St

Ames, IA 50010

(515) 232-1897

**Valuation Conclusion – on April 24, 2018**

**Total Just Compensation:**

1016 S Duff Ave - Fee Simple Acq. Alternative	\$377,470
1016 S Duff Ave - Permanent Easement Acq. Alternative	\$150,270
1008 S Duff Ave - Fee Simple Acq. Alternative	\$41,280
1008 S Duff Ave - Permanent Easement Acq. Alternative	\$6,840

**Estimated Exposure Period<sup>1</sup>**

Based upon comparable sale data and our judgment, we estimate an exposure time of up to 12 months.

**Jurisdictional Exception**

The jurisdictional exception rule of USPAP is invoked in order to comply with the eminent domain rules in Iowa.

<sup>1</sup>The discussion of reasonable exposure time is not intended to be a prediction of a date of sale, but rather an expression of observed market activity relative to similar property actively marketed and properly priced for sale.



## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal and the appraisal report do not constitute an inspection of the improvements. The appraiser(s) performed only a visual inspection of the immediately accessible areas and the appraisal cannot be relied upon to disclose conditions or defects in the improvements. In addition, regardless of who receives a copy of the appraisal, unless specifically stated in the appraisal, they are not an intended user of it.

The following assumptions and limiting conditions may or may not be applicable to every assignment:

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, pollutants, fungi or microbes commonly known as mold (collectively referred to as "environmental hazards") that may or may not be present on the property, was not observed by the appraiser. The appraiser is not trained in environmental engineering, is not qualified to detect environmental hazards and has not investigated whether environmental hazards are present on or in the property. The presence of substances such as asbestos, ureaformaldehyde foam insulation, and other environmental hazards may affect the value of the property. The estimate of value is predicated on the assumption that there are no environmental hazards on or in the property that would cause a loss in value. No responsibility is assumed for the presence of environmental hazards. To conduct an environmental assessment of the property, the intended user is urged to retain an environmental engineer.



This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the appraiser.

Additional assumptions and limiting conditions:

1. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
2. If only preliminary plans and specifications were available for use in the preparation of this appraisal, the analysis is subject to a review of the final plans and specifications when available.
3. Any proposed improvements are assumed to have been completed unless otherwise stipulated, so any construction is assumed to conform with the building plans referenced in the report.
4. The appraiser assumes that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the property.
5. If no legal description or survey was furnished, the appraiser used the county tax plan to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
6. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
8. This appraisal report is not intended to be used and shall not be used by real estate syndications, real estate investment trusts, limited partnership or other individuals or entities in the solicitation of investors. The appraiser shall not be liable for violations or alleged violations of the Securities Act of 1933 or 1934 and the amendments thereto, or any state blue sky or securities law or similar federal or state law.





## SCOPE OF WORK

### Summary

The client requested an appraisal for partial acquisitions of the fee simple estate in two assessment parcels within the city limits of Ames, IA. They requested we provide estimates of just compensation both in the event of a fee title acquisition and/or permanent easement acquisition. The client requested a depth of scope of work adequate to provide a reliable indication of value, and we are providing our findings in a value finding appraisal report.

### Property Visit

We visited and viewed the site. We met with the owner, in addition to the owners' real estate agent/representative during our visit. After viewing the subject property we viewed and observed the surrounding development and neighborhood. Photographs of the subject property and neighborhood were taken.

### Data Collection

We researched the local and regional markets for data. We collected data on all items that affect the value of the subject property. These factors include Area and City Data, Neighborhood Data, Site and Improvement Data, Highest and Best Use Analysis, and the application of the sales comparison approach to estimate the property's value. Data was obtained from public records, the client, real estate agents, the property owner, our internal database, and other various sources. We have relied on tools and information from the assessor's site for the subject area. We have also relied on the public records for the land area of comparable properties. We verified the sale information with a party connected with each sale.

### Valuation

Real estate appraisers generally use three approaches to value known as: The Cost Approach, Sales Comparison Approach (also known as the Market Data Approach) and the Income Capitalization Approach. Each approach is described prior to its development in the report. We have fully researched and completed the sales comparison approach. We did not complete the cost or income approaches.

PRELIMINARY  
NOT YET INDEPENDENTLY REVIEWED

## AMES AREA ANALYSIS

### General

Ames is a city located in the central part of Iowa in Story County. It is located approximately 30 miles north of Des Moines along Interstate 35 and Highway 30. The city of Ames is home to Iowa State University, the United States Department of Agriculture's Animal and Plant Health Inspection Service, the National Animal Disease Center and headquarters for the Iowa Department of Transportation.

### Population

The following table summarizes the population of Ames, Story County and the State of Iowa since 2000.

<b>POPULATION GROWTH<sup>2</sup></b>							
	Census 2000	Census 2010	Annualized Change	Estimated 2017	Annualized Change	Projected 2022	Annualized Change
City of Ames	50,731	58,973	1.62%	65,221	1.51%	67,519	0.70%
Story County	79,981	89,542	1.19%	97,978	1.35%	101,736	0.77%
State of Iowa	2,926,324	3,046,355	0.41%	3,199,548	0.72%	3,301,135	0.63%

The population of all three subjects have increased over the time period shown. The city of Ames, Story County and the State of Iowa are expected to increase by over 0.60% each year through 2022.

### Households

We have obtained census data on households and household growth and projections from a national data service. The data for Ames is shown below.

<b>HOUSEHOLD GROWTH<sup>3</sup></b>							
	Census 2000	Census 2010	Annualized Change	Estimated 2017	Annualized Change	Projected 2022	Annualized Change
City of Ames	18,085	22,762	2.59%	24,271	0.95%	25,327	0.87%
Story County	29,383	34,736	1.82%	37,048	0.95%	38,682	0.88%
State of Iowa	1,149,276	1,221,576	0.63%	1,279,178	0.67%	1,318,353	0.61%

Like population trends, the data indicates increases in households from 2000 through 2017 for the city, county, and state. The household growth is in line with the population growth in all three subjects. Household formations are an important factor in determining demand for housing construction.

### Income

The following tables summarize median household income in Ames, Story County and the State of Iowa since 2000.

<b>MEDIAN HOUSEHOLD INCOME</b>					
	Census 2000	Estimated 2017	Annualized Change	Projected 2022	Annualized Change
City of Ames	\$36,042	\$49,762	2.24%	\$53,429	1.47%
Story County	\$40,442	\$54,936	2.11%	\$59,079	1.51%
State of Iowa	\$39,469	\$54,832	2.29%	\$59,799	1.81%

Ames showed similar growth rates compared to the state between 2000 and 2017. The state is projected to show the largest increase compared to the city and state by over 1.81% per year through 2022.

<sup>2</sup> STDB – 2010 Census Profile/Demographic and Income Profile

<sup>3</sup> STDB – 2010 Census Profile/Demographic and Income Profile



## Employment

The following tables describe the unemployment rates from 2006 to 2017 and the city's top employers.

### UNEMPLOYMENT RATES<sup>4</sup>

Year	Ames	Story Co.	Iowa	U.S.
2006	2.4%	2.6%	4.0%	4.6%
2007	2.5%	2.8%	3.8%	4.6%
2008	2.9%	3.2%	4.1%	5.8%
2009	4.2%	4.8%	6.2%	9.3%
2010	3.7%	4.2%	6.3%	9.6%
2011	3.6%	3.9%	5.9%	8.9%
2012	3.3%	3.6%	5.2%	8.1%
2013	3.1%	3.3%	4.7%	7.4%
2014	2.7%	2.9%	4.4%	6.2%
2015	2.3%	2.5%	3.8%	5.3%
2016	2.1%	2.3%	3.7%	4.9%
2017	1.9%	2.0%	3.1%	4.4%

### TOP EMPLOYERS<sup>5</sup>

Employers	Industry	Employees
Iowa State University	Education	>10,000
Iowa Department of Transportation	Government	2,000-5,000
Mary Greeley Medical Center	Health Care	1,000-2,000
McFarland Clinic PC	Health Care	1,000-2,000
Danfoss	Manufacturing	1,000-2,000
Ames Community School	Education	500-1,000
City of Ames	Government	500-1,000
National Centers for Animal Health	Scientific	500-1,000

Unemployment rates in Ames and Story County have typically been similar to one another, with the city just slightly below the county. The City, county and state have been significantly lower than the United States. Since 2009, all three subjects have continued to decline in unemployment.

Iowa State University has made a significant impact on the city employing over 10,000 people. The following table shows Ames industry sectors. Education, retail trade, health care and accommodation services are among the top industries for the city.

### AMES INDUSTRY SECTOR<sup>6</sup>

Industry	Industry	Industry	
Agricultural, Forestry, Fishing & Hunting	2.1%	Real Estate, Rental & Leasing	1.3%
Mining, Quarrying, Oil & Gas Extraction	0.0%	Professional, Scientific & Technical Services	4.6%
Utilities	0.0%	Management and Enterprises	1.6%
Construction	3.6%	Administration & Support	3.6%
Manufacturing	7.9%	Educational Services	24.4%
Wholesale Trade	1.6%	Health Care and Social Assistance	11.9%
Retail Trade	11.9%	Arts, Entertainment, and Recreation	1.4%
Transportation & Warehousing	1.1%	Accommodation and Food Services	11.4%
Information	1.5%	Other Services	2.1%
Finance and Insurance	1.7%	Public Administration	6.2%

### Iowa State University

Ames is home to Iowa State University (ISU), one of Iowa's three public universities. As discussed previously, ISU is the largest employer in Ames. In addition to providing a source of employment, the university attracts a large student body which has a major economic impact on rental, retail, and other properties in Ames. Fall semester enrollment data for ISU over the past nine years is summarized in the following table:

<sup>4</sup> Bureau of Labor Statistics – Local Area Unemployment Statistics

<sup>5</sup> Ames Economic Development Commission

<sup>6</sup> On the Map – Work Area Profile Analysis, 2015

### Total Enrollment at ISU<sup>7</sup>

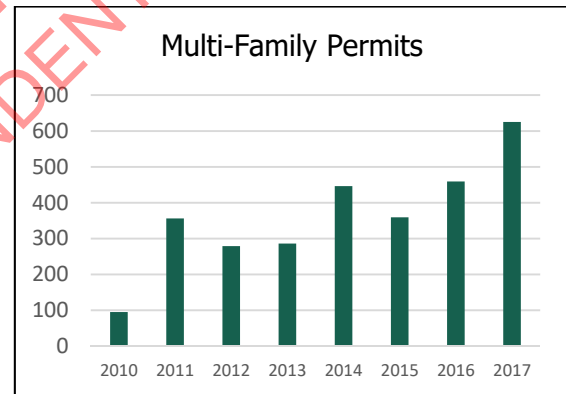
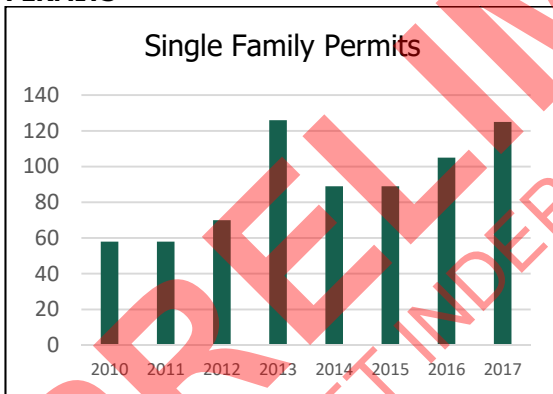
Year	Enrollment	% Chg.
2010	28,682	-
2011	29,887	4.2%
2012	31,040	3.9%
2013	33,241	7.1%
2014	34,732	4.5%
2015	36,001	3.7%
2016	36,660	1.8%
2017	36,321	-0.9%

Fall enrollment saw growth between 2010 and 2013. 2013 showed the highest increase in enrollment by over 7%. Since, enrollment has continued to grow, but is increasing in smaller increments. 2017 showed a slight decline in enrollment, falling short of about 300 students. Increasing enrollment at ISU is a boost for the community, providing demand for additional employment at ISU as well as increasing demand for rental housing, retailers, and services. Fall enrollment is typically slightly higher than spring enrollment.

### Residential Construction

Single-family residential construction has shown an upward trend through the years. 2010 and 2011 remained the same at 59 permits issued. In 2012, permits increased  $\pm 21$  percent to 70 and in 2013, permits increased  $\pm 81$  percent to 127. Demand slowed down in 2014 and 2015, decreasing  $\pm 28$  percent to 91 permits. Since, we have seen a gradual incline of demand with 2017 issuing approximately 125 permits.

### PERMITS<sup>8</sup>



Multifamily construction jumped  $\pm 66$  percent between 2010 and 2011. Enrollment at ISU caused rents to rise and vacancy to decline, spurring significant new construction starting in 2011. Since 2014, there has been a gradual rise in multi-family building permits.

### Commercial Construction

We have searched the City Assessor's website for information about recently constructed commercial buildings in Ames. Major retail development has consisted of the construction of  $\pm 60,000$  square feet of new retail space at the North Grand Mall. This replaced older space that was demolished. Tenants in the new space include Kohls and TJ Maxx. The mall is at the intersection of Grand Avenue and 24<sup>th</sup> Street on the north side of Ames. It is one of two major nodes of retail development in Ames, the other of which extends along South Duff Avenue from Lincoln Way to Highway 30. Several smaller new

<sup>7</sup> <http://www.registrar.iastate.edu/stats/>

<sup>8</sup> City of Ames, Annual Housing Starts 2001-2017

retail and fast food restaurant buildings have been built along S Duff Avenue and elsewhere around Ames in the past two years.

Several new hotels have surfaced in the Ames area. A 90-room Hampton Inn & Suites by Hilton was completed in 2016 near the Iowa State University campus and the new research park. A new Marriott Courtyard hotel is planned for the south of Ames, being completed in early 2019. The 165,000 square foot hotel is expected to have about 120 rooms and create 50-60 part- and full-time jobs.

The Ames community landed three significant projects in 2013. WebFilings began phase two of their campus located in the ISU Research Park. The company expanded their Ames location that cost over \$15.5 million dollars and created nearly 700 jobs. 3M, which manufactures products, improved their facilities with better quality equipment to allow additional manufacturing; which in return will create more jobs. Kingland Systems built a new facility which included multiple tenant options for retail and office. This site is the start to further development in the Ames community.

Ames Racquet and Fitness built a new 52,000 square-foot workout facility near the Iowa State University Research Park. Construction was completed in 2017. The new facility features a 150-meter indoor track, new strength and conditioning equipment, sauna, steam room, and a nursery/kids' gym. There is also additional space used for yoga, spinning, personal training, group fitness, and fitness workshops.

Construction of a new 157-unit, six-story mixed-use building is expected to cost approximately \$51.9 million. The ±321,531 square foot building will provide additional housing option for Iowa State University students, with unit options ranging from studio to four-bedrooms. The building will also include underground parking and commercial space on the street level. The building is expected to be completed summer, 2018.

### **Summary**

The Ames MSA has experienced a growing population during the last ten years. With it, job growth has been steady and predictable. We have seen household formations and median income rise during the same period, which has provided a strong economic base to this area.

A strong local economy has spurred single-family residential construction, and increasing ISU enrollment has led to a sharp increase in multifamily residential construction. Growing population has led to construction of new several new retail and restaurant buildings over the past two years, while new industrial and office development has been limited. The trend for the Ames MSA is continued growth. Having Iowa State University in Ames provides an excellent, stable economic base.



## NEIGHBORHOOD ANALYSIS

### General

The subject neighborhood includes those properties located along S Duff Avenue between U.S. Highway 30 and Lincoln Way in Ames, Iowa.

### Linkages

Linkages in the neighborhood are good. Highway 30 provides an approximately 5 minute drive to Interstate 35. The drive from the remainder of Ames to the subject neighborhood is less than 15 minutes. Duff Avenue is the major north/south traffic artery. Lincoln Way, SE 16th Street and Highway 30 are the major east/west traffic arteries.

### Topography and Flood Hazard Area

The neighborhood's topography is generally level. Most of the land between S 3rd Street and Squaw Creek is in Flood Zone AE, a part of the 100-year floodplain where base flood elevations have been determined. Most properties in the flood zone are improved with commercial buildings, some recently constructed. Buildings may be constructed in the flood zone, but they are subject to additional requirements by the City. The balance of the neighborhood is in Flood Zone X, which is not part of the 100-year flood plain.

### Utilities

Properties in the neighborhood have access to all public utilities and city services.

### Recent Development

Most properties along Duff Avenue are developed with retail use. Some are developed with office use or service commercial use.

Recent development includes the construction of a multi-tenant retail property located at 701/703 S Duff Avenue. The site includes a 17,750 square foot multi-tenant building and a 2,079 square foot single-tenant building. Additional recent development includes two tenant, 40,000 square-foot building, located on Southeast Fifth Street between Target and Walmart east of Duff Avenue. Sports Authority, a national sporting goods retailer and Petco, a national animal care retailer opened in late 2013. In 2016, a Jimmy John's restaurant was built at 716 S Duff, and in 2016 a Panda Express restaurant was built at 436 S Duff. Chick-Fil-A has constructed a new restaurant at 230 S Duff within the past three years as well.

A former bowling alley at 505 South Duff was razed after flooding in 2010. In 2012, a Texas Roadhouse restaurant opened in the 500 block of South Duff Avenue on the southern portion of the site. Several smaller retail and fast food restaurant buildings have also been built in the past five years. Two in-line retail centers at 400 South Duff opened in 2010. Tenants include, Buffalo Wild Wings, Verizon, Mattress Firm and Noodles and Company. A new Taco Bell restaurant was constructed in 2012 at 421 South Duff Avenue.

### Pattern of Growth

Little land remains available for development in the neighborhood which has led to the redevelopment of older properties in recent years.

### Competitive Areas

The subject area competes with other commercial corridors, such as Lincoln Way and N Grand Avenue.



**Anticipated Trend**

The subject neighborhood includes Duff Avenue, the most desirable retail corridor in Ames. Multiple properties have been developed or redeveloped within the past five years. Properties damaged by flooding in the summer of 2010 have been or are being repaired and redeveloped, and the large retail anchors (Target and Wal-Mart) reopened quickly after the floods. The neighborhood will remain prosperous, with ongoing redevelopment of older properties for the foreseeable future.

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED

## DETERMINATION OF PARENT TRACTS

We note that there are two assessment parcels that are being affected by the acquisition which are under the same ownership. The parcels were split and subdivided in June 2011, to allow for the potential of partial development.

The assessment parcels are being operated as separate economic units. The parcel with the local address of 1008 S Duff Ave is located entirely within the 100-year flood hazard, with much being located in the floodway. It is currently being utilized as recreational land/greenspace. The parcel with a local address of 1016 S Duff Ave has a large, buildable area that is outside of the flood hazard and is currently listed available for sale as a commercial development site. Further, we later conclude that the assessment parcels have separate highest and best uses.

Though the two parcels meet the test of unity of ownership, they do not meet the test of unity of use. We conclude there are two parent tracts for this assignment. Parent Tract 1 is the  $\pm 2.72$  acre tract of land that has a local address of 1016 S Duff Ave. Parent Tract 2 is the  $\pm 26.14$  acre tract of land that has a local address of 1008 S Duff Ave. We will refer to each Parent Tract by their local addresses for the remainder of this report. An aerial map detailing the designated parent tracts follows.







## DESCRIPTION OF PARENT TRACTS

### SITE

#### General

The subject is split into two separate assessment parcels, which are locally known as 1016 S Duff Ave and 1008 S Duff Ave.

The area of 1016 S Duff Ave is  $\pm 118,534$  square feet, or  $\pm 2.72$  acres, net of road right-of-way, according to the subdivision plat recorded as Instrument 2011-00006037 in Story County. It has frontage on S Duff Ave, a two-way, four-lane paved road plus turning lane on a north/south axis. The site has full access (both left and right turn) to S Duff Ave

The area of 1008 S Duff Ave is  $\pm 26.14$  acres, net of road right-of-way. The property has a small  $\pm 35$  foot strip of frontage along S Duff Ave, although it does not have direct access as the fronting area appears to be underneath Squaw Creek.

Squaw Creek bounds the north edge of the property. Adjacent south is a B-Bop's fast food restaurant and gas/convenience station. Across S Duff Ave to the west is a Red Lobster full service restaurant. Properties nearby north and south of the subject along S Duff Avenue are predominantly developed with restaurant and retail uses. Other uses include service commercial and office.

#### Soil Conditions

Although we have conducted no soil tests, it is assumed that the site would support those improvements that represent the highest and best use of the site.

#### Shape

Both parent tracts are irregular in shape.

#### Topography

1016 S Duff Ave is generally level and open. Far northern and eastern portions gradually slope downward to the north and east towards Squaw Creek. Said areas proximate to the creek are also partially timbered.

1008 S Duff Ave is level to gently rolling and partially wooded. Northern portions of the site slope downward towards Squaw Creek. The owner reports planting several hundred trees on this parcel after the property flooded in 2010.

#### Flood Hazard Area

Based on documents provided by our client, approximately  $\pm 1.4164$  acres (52 percent) of the site at 1016 S Duff Ave is located within a flood hazard area. Of this, approximately  $\pm 0.496$  acres is located in the 100-year flood plain, and  $\pm 0.921$  acres is located within the floodway. The remaining  $\pm 1.307$  acres (48 percent) of the site is outside of the hazard. The ground nearest Squaw Creek is within the floodway, while the area outside of the hazard is furthest southwest along S Duff Ave.

The entire site at 1008 S Duff Ave is located within a flood hazard. Approximately  $\pm 2.354$  acres is within the 100-year floodplain, with the remaining  $\pm 23.774$  acres being in the floodway.



### **Easements & Encroachments<sup>9</sup>**

According to the recorded Carney & Son's Subdivision plat in Story County, Instrument 2011-00006037, upon issuance of a building permit for the site at 1016 S Duff Ave a permanent ingress/egress easement will be created allowing for access purposes to the site at 1008 S Duff. Said easement runs along the far southern twenty feet of the site at 1016 S Duff Ave. A temporary easement for access purposes currently exists in its place.

There is also an existing drainage easement across both parent tracts. Said easement is located along the northern edge of the subject, adjacent Squaw Creek. According to our client, the easement is ±199,821 square feet in size, and it was recorded at the same time as the plat noted above. We have included a copy of the plat in our addendum later in this report.

Other than the noted above easements, and other typical public and utility easements, we are unaware of any further that affect the subject site. During our observation we did not note any encroachment.

### **Utilities**

The site at 1016 S Duff Ave has access to all utility services. The site at 1008 S Duff Ave does not have utilities.

### **Zoning**

The site at 1016 S Duff Ave is zoned HOC, Highway Oriented Commercial. Most all retail, service, and office uses are permitted. The zoning restricts most residential uses without a Special Use Permit but does allow for "short-term lodgings".

This zone is intended to "accommodate the use of automobile in developments that offer a wide variety of retail and service businesses. Although oriented toward the automobile, the street should have a pleasant appearance and should be pleasing to most pedestrians and motorists. This zone should also be compatible with adjacent residential uses."

The typical bulk regulations for HOC are summarized next.

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<sup>9</sup> Please refer to the assumptions and limiting conditions regarding easements and encroachments.

### Highway-Oriented Commercial (HOC) Zone Development Standards

DEVELOPMENT STANDARDS	HOC ZONE
Maximum FAR	.50
Minimum Lot Area	No minimum except for mixed uses, which must provide 6,000 ft. of lot area for the first dwelling unit and 1,000 sf for each additional dwelling unit in a group living use
Minimum Lot Frontage	50 ft.
Minimum Building Setbacks: Front Lot Line  Side Lot Line Rear Lot Line Lot Line Abutting a Residentially Zoned Lot	20 ft., except for a fuel pump canopy, which shall maintain a 10 ft. setback measured from the front edge of the canopy 5 ft. 10 ft. 20 ft. side, 20 ft. rear
Landscaping in Setbacks Abutting a Residentially Zoned	High Screen. See Section 29.403
Maximum Building Coverage	50%
Minimum Landscaped Area	15%
Maximum Height	85 ft. or 7 stories, except for fuel pump canopies, which are limited to 18 ft. with a minimum clearance of 14 ft.
Parking Allowed Between Buildings and Streets	Yes
Drive-Through Facilities permitted	Yes. See Section 29.1303
Outdoor Display permitted	Yes. See Section 29.405
Outdoor Storage permitted	Yes. See Section 29.405
Trucks and Equipment Permitted	Yes

*(Ord. No. 3595, 10-24-00; Ord. No. 4312, 6-27-17)*

The site at 1008 S Duff Ave is zoned A-1 Agricultural. Permitted uses in the A-1 district include agricultural uses including crop production, livestock production, single-family dwellings, cemeteries, stables, parks, and forest preserves. The typical bulk regulations for A-1 are summarized next.

**Agricultural (A) Zone Development Standards**

<b>DEVELOPMENT STANDARDS</b>	<b>A ZONE</b>
Minimum Lot Area	43,560 sf
Minimum Principal Building Setbacks:	
Front Lot Line	50 ft.
Side Lot Line	20 ft.
Rear Lot Line	50 ft.
Corner Lots	Provide 2 front yards and 2 side yards
Minimum Frontage	35 ft. @ street line 100 ft. @ building line
Maximum Building Coverage	N/A
Maximum Site Coverage (includes all buildings, paving and sidewalks on lot)	N/A
Minimum Landscaped Area	N/A
Maximum Height Principal Building	40 ft. or 3 stories, except for farm building, communications towers, flag poles, bell towers and steeples
Maximum Height Accessory Building	12 ft. to midpoint of roof; 15 ft. to ridge
Parking Between Buildings and Streets	N
Drive-Through Facilities	N
Outdoor Display	Plants & Produce only
Outdoor Storage	Y
Trucks and Equipment	Y

We further note that the large majority of the site at 1008 S Duff Ave is located within a Floodway Overlay District. Within this overlay district, further restrictions are imposed on potential uses and development. According to city code, generally accepted uses within the overlay include agricultural uses (farming, pasture, grazing, nurseries, etc.), signs, billboards, public utility lines, private/public recreational uses, residential accessory uses (lawns, gardens, play areas), and other such open-space uses similar to those described above. We note that limited grading is allowed, provided that there is no change of surface topography of more than one foot and no fill is introduced into the floodway. Any use or excavation that results in an alteration of a watercourse is prohibited (except as needed for public infrastructure). Any other use or development use that involved structures, fill, or storage of materials or equipment may be permitted only upon issuance of a Major Site Development Plan.

## HIGHEST AND BEST USE

This section seeks to determine the most profitable use of the subject land, as if it were vacant as well as the improved property. Refer to the Definition pages in the Addenda for a full definition of highest and best use.

The appraisal problem did not warrant an intensive highest and best use study, in which a survey of the local market would have been conducted to determine supply and demand factors to determine the feasibility of alternative uses. Our conclusion of highest and best use is based on our experience, historical data and observation of the market. This is considered an inferred analysis.

### Highest and Best Use, As Vacant – Before the Acquisition

#### Physically Possible

The site at 1016 S Duff Ave contains a total area of  $\pm 2.72$  acres. The site has generally level, open topography. Far norther portions of the site that are proximate to Squaw Creek are located within the 100-year flood plain and floodway hazard. Based on documents provided by our client, we estimate 52 percent of 1016 S Duff to be within the hazard, and 48 percent to be outside the hazard. Areas within the 100-year flood hazard are generally developable, subject to fill being brought in to elevate said areas from the hazard, or constructing improvements in accordance to flood specifications. Areas within the floodway however, have much stricter development standards. In general, open space agricultural and green space/recreational uses are permitted. Grading and filling are permitted to an extent, however doing such in any manner that results in the altering of the watercourse is prohibited. The site has access to S Duff Ave.

The site at 1008 S Duff Ave contains a total area of  $\pm 26.14$  acres. Documents provided by our client indicate that  $\pm 91$  percent of the site is within the floodway, with the remaining  $\pm 9$  percent being in the 100-year floodplain. The site is partially wooded and rolling. The site has access to S Duff Ave via ingress/egress easement.

#### Legally Permissible

The highest and best use of a property must also be legally permissible. Private deed restrictions and municipal restrictions of zoning are the most common considerations. We note a drainage easement that runs along the northern edge of the subject parcel. We are unaware of any other private deed restrictions on this property.



The site at 1016 S Duff Ave is zoned HOC, Highway Oriented Commercial. Permitted uses include most retail, office, and service uses. Prohibited uses include residential dwellings, schools and industrial uses, except mini-storage.

The site at 1008 S Duff Ave is zoned A-1, Agricultural. In general, permitted uses in the A-1 district include agricultural uses including crop production, livestock production, single-family dwellings, cemeteries, stables, parks, and forest preserves. We note however, that the site is also located within a Floodway Overlay District. Within said district, further restrictions are enforced impeding development. In general, use or excavation that results in an alteration of a watercourse is prohibited. Open space or green space is permitted, recreational use is permitted.

**Financially Feasible**

Of those physically possible and legally permissible uses, we must determine which are financially feasible. More specifically, which uses are likely to produce an income that provides a positive return to the land. All uses that are expected to produce a positive return are regarded as financially feasible.

Properties near the subject on S Duff Avenue are primarily developed with a mixture of service, office, and retail use. For the site at 1016 S Duff Ave, we conclude all three uses are financially feasible.

For the site at 1008 S Duff Ave, we conclude it is financially feasible to use the area as green space or for recreational use.

**Maximally Productive**

Of the financially feasible uses, the use that provides the highest price or value is the highest and best use.

The site at 1016 S Duff Ave has good visibility from a highly trafficked street. We conclude the maximally productive and highest and best use of the site is retail use.

The site at 1008 S Duff has limited visibility, and floodway restrictions significantly reduce its development potential. We conclude the maximally productive and highest and best use of it is for recreational use.

**HIGHEST AND BEST USE-AFTER ACQUISITION**

Subject's highest and best use after acquisition is the same as its highest and best use before the acquisition.



## PROPOSED PROJECT

The City of Ames plans to acquire partial fee simple title and/or permanent easement for flood mitigation purposes relating a project along Squaw Creek.

We have not considered any benefits that may accrue to the property due to this project. However, we are considering negative effects caused by the project and associated acquisitions. Because we are not considering the benefits to the property due to the project, the Jurisdictional Exception rule of USPAP is exercised. The requirement to not consider the benefits from the project is according to Iowa Code.

## DESCRIPTION OF RIGHTS TO BE ACQUIRED

The City of Ames proposes to acquire partial fee title and/or permanent easement to both sites. The total area to be acquired over the site at 1016 S Duff Ave is  $\pm 62,675$  square feet, or  $\pm 1.44$  acres. The total area to be acquired over the site at 1008 S Duff Ave is  $\pm 274,975$  square feet, or  $\pm 6.31$  acres. As of the date of this report, it is not yet certain whether partial fee title or permanent flowage easement will be acquired. Therefore, we have estimated compensation for both. Copies of the project plans provided by the City of Ames/WKHS & Co. are included later in this report.

## EFFECT OF THE ACQUISITION

The acquisition areas across both sites are irregular in shape and are located along the northern edges of each parcel, respectively. According to documents provided by our client, the total area being acquired over the site at 1016 S Duff Ave is  $\pm 62,675$  square feet, or  $\pm 1.44$  acres. The total area to be acquired over the site at 1008 S Duff Ave is  $\pm 274,975$  square feet, or  $\pm 6.31$  acres. Both areas of acquisition are located within the flood hazard and are partially wooded. There are no building or site improvements within the acquisition area, however we note an area of existing drainage easement adjacent Squaw Creek. The easement extends twenty feet south of the bank of the creek, according to the city's engineering consultant. Said easement was recorded in Story County, instrument number 2011-00006037 at the same time as the Carney and Son's Final Plat. The area of the drainage easement is  $\pm 21,221$  square feet across 1016 S Duff Ave and  $\pm 196,846$  square feet across 1008 S Duff Ave, according to our client. We note that the entire area of proposed acquisition across 1016 S Duff overlaps with the existing drainage easement, and we estimate that approximately  $\pm 100,000$  square feet overlaps across 1008 S Duff. Also, per the city's engineering consultant, the proposed permanent easement acquisition will have the same function as the existing drainage easement.

The highest and best use of the subject property will not be changed by the acquisition. The acquisition does not result in damage to the remainder.



## VALUATION - 1016 S DUFF AVE

The diminution in value is best measured by considering the value of the land and easements acquired as part of the whole. A value finding appraisal will adequately measure the just compensation to the property owner.

The essence of the sales comparison approach is to discover what similar properties have sold for and, after an appropriate adjustment process, to develop indications of what they would have sold for if they had possessed all of the physical and economic characteristics of the property being appraised.

We researched the market for comparable sales that are good indications of value. We have included four comparable sales in our analysis. All are located along the S Duff Ave corridor in Ames. The most consistent indicator of value is the sale price per square foot and adjustments have been made on this basis.

### Land Valuation

To estimate the market value of the land, we have analyzed comparable land sales similar to the subject. We have selected four sales for presentation within this section. We have reviewed the comparables on the basis of their sale price per acre. Additional information on the sales is included in the Addenda.

The Sales Comparison Adjustment Table follows. We were unable to locate adequate data to quantify some of the adjustments. Therefore, we have made qualitative adjustments for some items. Qualitative adjustment is similar to how typical market participants analyze sales and are made on a plus (+) or minus (-) basis. We have also made quantitative adjustments for some items. An adjustment greater than 1.00 indicates that an upward quantitative adjustment is necessary, and an adjustment less than 1.00 indicates that a downward quantitative adjustment is necessary. The table is followed by a discussion of the relevant adjustments.

PRELIMINARY  
NOT YET INDEPENDENTLY REVIEWED





**LAND SALES COMPARISON AND ADJUSTMENT TABLE - 1016 S DUFF AVE**

Sale	Subject	1		2		3		4	
Comp ID	N/A	280034		219066		206449		235919	
Address	1016 S Duff Ave	716 S Duff		705 S Duff		551 S Duff Avenue		230 S Duff Ave	
City	Ames	Ames		Ames		Ames		Ames	
Sale Price (SP)	N/A	\$409,360		\$1,173,451		\$700,000		\$1,590,000	
Area (Sq Ft)	118,534	21,902		85,077		44,936		48,203	
SP/\$SF	N/A	\$18.69		\$13.79		\$15.58		\$32.99	
Grantor	N/A	716 S Duff, LLC		Douglas Livy, Jr. and Wendy Livy		Pizzas on Duff, LLC		Great Southern Bank & JMH Corporation	
Grantee	N/A	Rafferty Construction		E-M Hunziker, LLC		Blue Sky Properties, LLC		Chick-Fil-A, Inc.	
		Attribute	Adj	Attribute	Adj	Attribute	Adj	Attribute	Adj
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Cash Equivalency	Typical	Typical		Typical		Typical		Typical	
Conditions of Sale	Typical	Typical		Typical		Typical		Typical	
Market Conditions	4/24/2018	9/8/2015	1.05	6/21/2013	1.10	8/2/2012	1.11	4/29/2015	1.06
Adjusted Sale Price	N/A	\$429,828		\$1,290,796		\$777,000		\$1,685,400	
Adjusted Price / Sq. Ft.	N/A	\$19.63		\$15.17		\$17.29		\$34.96	
Other Considerations									
Location	Ames	Similar		Similar		Similar		Superior	0.70
Size	118,534	21,902		85,077		44,936		48,203	
Shape	Irregular	Similar		Similar		Similar		Similar	
Utilities	All Public	Similar		Similar		Similar		Similar	
Topo/Flood Hazard	19% FP/61% FW	100% FH	0.40	100% FH	0.40	100% FH	0.40	No	0.30
Zoning	HOC	HOC		HOC		HOC		HOC	
Total Adjustment (Rounded)			0.40		0.40		0.40		0.21
Indicated Subject Value Per Sq Ft			\$7.85		\$6.07		\$6.92		\$7.34
Additional Qualitative Adjustment Necessary									



## Explanation for Adjustments

**Property Rights** - For this analysis, we are estimating the market value of the fee simple estate in the subject property. The comparables are all fee simple sales and adjustments are not required.

**Cash Equivalency** - If a comparable sale occurred under conditions other than cash to the seller, then a cash equivalency adjustment may be necessary. All of the comparable sales had typical financing terms and no adjustments are required.

**Conditions of Sale** - This category considers buyer or seller motivation. Conditions of sale may include desperation exchange, tax ramifications, reinvestment or condemnation money, assemblage, or non-arm's length transactions. No adjustments are necessary based on conditions of sale.

**Market Conditions** - We have observed increasing construction and real estate values over the past several years. We will apply a two percent per year upward adjustment to the comparable sales.

**Location** - This category gives consideration to the demand for and desirability of the subject site in comparison to the sales. The major factors considered are access to major traffic arteries and type and quality of development in the immediate vicinity. Sales 1 through 3 are similar and no adjustments are necessary. Sale 4 is located on a corner with two access points, and we conclude its location to be superior and have adjusted it downward.

**Size** - This category takes into consideration the size of the comparable sales in relation to the subject. All of the sales are similar and do not require adjustment.

**Utilities** - The subject and comparables have access to all city services and utilities. No adjustments are needed.

**Topography/Flood Hazard** - Based on documents provided by our client, approximately  $\pm 1.4164$  acres (52 percent) of the entire site at 1016 S Duff Ave is located within a flood hazard area. Of this, approximately  $\pm 0.496$  acres is located in the 100-year flood plain, and  $\pm 0.921$  acres is located within the floodway. The remaining  $\pm 1.307$  acres (48 percent) of the site is outside of the hazard.

We note however, that the proposed area of acquisition is more highly concentrated within the flood hazard area. The acquisition area is located along the northern edge of the site, adjacent Squaw Creek. Approximately  $\pm 19$  percent of the area being acquired is within the 100-year floodplain and  $\pm 61$  percent is within the floodway. The remaining  $\pm 20$  percent of the area being acquired is outside of the hazard. We note that the area within the floodway is heavily restricted in terms of development potential, as the watercourse/path of flow is not to be altered. It can be utilized for open/green space and recreation purposes, however. Areas within the floodplain are developable/buildable, however fill and other specific development standards are required.

Sales 1 through 3 are all entirely located within the 100-year floodplain. As noted above, land within the 100-year floodplain is developable. Because the sites have greater potential than a large majority of the land to be acquired, we conclude they require downward adjustment. Sale 4 is located entirely out of the flood hazard, and also requires downward adjustment. The adjustments are quantified based on contributory values of both the areas within the floodway versus those that are not. Overall, the data reviewed indicates that large adjustments are necessary. We note that Sale 4 requires further adjustment than Sales 1 through 3, as it is located entirely outside of the hazard, whereas Sales 1 through 3 are not.

**Easement** – As noted earlier, the subject is burdened by a drainage easement. Said easement runs along the northern edge of the subject site, adjacent Squaw Creek. According to documents provided by our client, the area of the easement across 1016 S Duff Ave is ±21,221 square feet in size. None of the comparable sales are burdened by atypical easements and require downward consideration in comparison to the subject. Rather than adjust here, we have considered this in our final reconciliation.

**Zoning** – No adjustments are necessary.

**Subject Listing for Sale** – We note that the subject site at 1016 S Duff Ave is currently listed for sale. According to a listing flyer provided by the owner’s agent, the ±2.72 acre site is being marketed at a price of \$1,600,000, or \$13.50 per square foot. We note that this list price is a blended average value across the entire site including both the developable ground outside of the hazard and the ground that is included within the floodplain and floodway. We note that the area being acquired has a larger concentration of land within the hazard and flood way, and a lower value per square foot would be appropriate in our reconciliation.

**Reconciliation – Market Value of Land – 1016 S Duff Ave**

After quantitative adjustments, the comparable sales indicate a range of values from \$6.07 to \$7.85 per square foot, with an average of \$7.05 per square foot. None of the sales require addition consideration for qualitative purposes.

After reviewing the available data, we reconcile to a market value for the subject land being acquired of \$7.25 per square foot, before consideration of the existing drainage easement.

**Fee Simple Acquisition Compensation**

In the event of a fee title acquisition, the land proposed to be acquired across 1016 S Duff Ave is ±62,675 square feet in size, net of existing road right-of-way. We note however, that a portion of the area being acquired is already burdened by a drainage easement. Said easement runs along the northern edge of the site, adjacent Squaw Creek, and is ±21,221 square feet in size. Because some rights are already restricted within the existing easement area, we estimate its value is diminished by 50 percent. The remaining area of acquisition area, or ±41,454 square feet, is not encumbered. Our estimate of compensation, in the event of a fee title acquisition, is shown below:

**FEE TITLE COMPENSATION**

Fee Value/Sq. Ft.	\$7.25
Sq. Ft. Affected (Unencumbered by Existing Easement)	41,454
Estimated Compensation for Unencumbered Land	\$300,542
Sq. Ft. Affected (Encumbered by Existing Easement)	21,221
Percentage Applied	50%
Estimated Compensation for Encumbered Land	\$76,926
Total Compensation (Rounded)	\$377,470

**Permanent Easement Compensation**

In the event of a permanent easement acquisition, the proposed area across 1016 S Duff Ave is ±62,675 square feet in size. The purpose of the easement would be for water flowage purposes. The easement is located along the northern edge of the subject property, adjacent south of Squaw Creek. After the acquisition we assume the owner will be allowed able to utilize the area for green space purposes and to meet zoning requirements. We note however, that the project plans call for cutting and grading of the creek bank to better allow for water flowage. No improvements or alterations to the ground within the area of easement will be allowed, after the acquisition. We also note an existing drainage easement within the proposed acquisition area. The easement is recorded in Story County, Instrument 2011-



00006037. Said easement overlaps ±21,221 square feet with the proposed acquisition, according to documents provided by our client. The rights within said easement will not change materially after the proposed acquisition, per the client’s engineering consultant.

Overall, we estimate that the value of the land currently encumbered by drainage easement will not be further diminished. Because the rights will not materially change within the existing easement area, after the acquisition, we conclude no additional compensation is necessary for within this area. The acquisition of the land outside of the existing drainage easement however, will reduce the property owner’s usable rights, and compensation is necessary. We apply a percentage of 50 percent.

In the event of a permanent easement acquisition, our estimate of compensation is shown below.

**PERMANENT FLOWAGE EASEMENT COMPENSATION**

Fee Value/Sq Ft	\$7.25
Total Sq Ft Affected	62,675
Existing Drainage Easement (Sq Ft)	<u>21,221</u>
Net/Compensable Area (Sq Ft)	41,454
Total Value	\$300,542
Percentage Applied	50%
Total Compensation (Rounded)	\$150,270

PRELIMINARY  
NOT YET INDEPENDENTLY REVIEWED

**VALUATION - 1008 S DUFF AVE**

As previously discussed, the entire site at 1008 S Duff Ave is within a flood hazard. Further, the large majority is located within the floodway, and we conclude it is undevelopable. We have searched for sales of properties within floodplains and floodways, in addition to sale of green space/recreational land. Due the lack of comparable data in the immediate vicinity, we have expanded our search to other parts of the state.

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED

**LAND SALES COMPARISON AND ADJUSTMENT TABLE - 1008 S DUFF AVE**

Sale	Subject	1		2		3		4		5	
Comp ID	NA	274385		239903		274387		274393		258825	
Address	1008 S Duff	3034 560th Ave		S Side of 250th St @ I-35		W of 3034 560th Ave		56311 260th St		S of 40th Dr SE, E of 1st Ave SE	
City	Ames	Ames		Ames		Ames		Ames		Marion	
Sale Price (SP)	NA	\$635,000		\$875,000		\$960,000		\$75,000		\$200,000	
Area (Acres)	26.14	48.24		87.70		98.94		10.00		49.32	
SP/\$Acre	N/A	\$13,163		\$9,977		\$9,703		\$7,500		\$4,055	
Grantor	N/A	Doris M. Plath Revoc. Trust		Charles & Catherine Potter		Lowell & Debra Kingsbury		Marilyn Baldus		OTB II, Ltd.	
Grantee	N/A	Tanam Real Estate, LLC		Ag Land Specialist, LLC		Manatt's Inc.		CH Lee, LLC		HJ Bjornsen Family Trust	
		Attribute	Adj	Attribute	Adj	Attribute	Adj	Attribute	Adj	Attribute	Adj
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Cash Equivalency	Typical	Typical		Typical		Typical		Typical		Typical	
Conditions of Sale	Typical	Typical		Typical		Typical		Typical		Typical	
Market Conditions	4/24/2018	6/21/2017	1.02	12/30/2014	1.07	5/22/2014	1.08	5/10/2016	1.04	4/22/2016	1.04
Adjusted Sale Price	N/A	\$647,700		\$936,250		\$1,036,800		\$78,000		\$208,000	
Adjusted Price / Acre	N/A	\$13,427		\$10,676		\$10,479		\$7,800		\$4,217	
Other Considerations											
Location	Ames	Similar		Similar		Similar		Similar		Similar	
Size	26.14	48.24		87.70	1.05	98.94	1.05	10.00		49.32	
Shape	Irregular	Similar		Similar		Similar		Similar		Similar	
Utilities	All Public	Similar		Similar		Similar		Similar		Similar	
Topo/Flood Hazard	See Below	Superior	-	Superior	-	Superior	-	Superior	-	Superior	-
Easement	Drainage	See Below		See Below		See Below		See Below		See Below	
Zoning	HOC	A-1		A-1		A-1		A-1		R-1	
Total Adjustment (Rounded)		1.00		1.05		1.05		1.00		1.00	
Indicated Subject Value Per Acre		\$13,427		\$11,210		\$11,003		\$7,800		\$4,217	
Additional Qualitative Adjustment Necessary		-		-		-		-		None	



The sales are adjusted in a similar manner as for 1016 S Duff Ave. Sales 1 through 4 are located in south Ames. Sales 1 through 3 were purchased for potential mining use, however it is noted that any potential for such is limited. We have observed other sales with greater mining potential in the same vicinity as Sales 1 through 3, that sold at a significant premium. Therefore, we conclude any adjustment necessary for mining potential is minimal. We also note Sales 1 through 4 are all located within in a flood hazard, although it appears that only Sale 3 is within the floodway. Prior to adjustments for other factors however, the sale partially within the floodway indicates a similar value per acre as the others. The rural locations of Sales 1 through 4 also indicate minimal development for development, further diminishing any necessary adjustments for topo or flood hazard. However, we do note that Sales 1 through 4 are either partially or entirely row cropped, whereas the subject is not. The subject has limited potential for such. For this reason, we conclude downward adjustment is necessary. We were unable to quantify said adjustment though, so we will apply a negative qualitative one in our final reconciliation. All of the sales also require downward adjustment for easement, as the subject is burdened by a drainage easement whereas the sales are not. We have considered this in our final reconciliation.

Sale 5 is located in Marion and was purchased for recreational use. Although a party involved in the sale stated that it has development potential in the future, we note its poor access and topography will highly restrict such.

**Reconciliation – Market Value of Land at 1008 S Duff Ave**

The sales indicate a range of values for the subject from \$4,217 per acre to \$13,427 per acre. Sales 1 through 4 require downward adjustment for topography/flood hazard. Sale 5 does not require additional consideration.

After considering the available data, we reconcile to a market value for the subject land on April 24, 2018 of \$8,000 per acre.

**Fee Simple Acquisition Compensation**

In the event of a fee title acquisition, the land proposed to be acquired across 1008 S Duff Ave is ±6.312557 acres in size, net of existing road right-of-way. We note however, that a portion of the area being acquired is already burdened by a drainage easement. Said easement runs along the northern edge of the site, adjacent Squaw Creek, and is ±178,600 square feet in size. Of this, we estimate that approximately ±100,000 square feet overlaps (±2.30 acres) with the proposed acquisition area using a measuring tool on the assessor’s aerial photograph. We note much of this is shown on the aerial photograph to be under the waters of Squaw Creek. Because some rights are already restricted within the existing easement area, we estimate its value is diminished by 50 percent. The remaining area of acquisition area, or ±4.01 acres (6.312557 - 2.30, rounded), is not encumbered. Our estimate of compensation, in the event of a fee title acquisition, is shown below:

**FEE TITLE COMPENSATION**

Fee Value/Acre	\$8,000
Acres Affected (Unencumbered by Existing Easement)	4.01
Estimated Compensation for Unencumbered Land	\$32,080
Acres Affected (Encumbered by Existing Easement)	2.30
Percentage Applied	50%
Estimated Compensation for Encumbered Land	\$9,200
Total Compensation (Rounded)	\$41,280

**Permanent Easement Compensation**

In the event of a permanent easement acquisition, the proposed area across 1008 S Duff Ave is ±6.312557 acres in size. The purpose of the easement would be for water flowage purposes. The



easement is located along the northern edge of the subject property, adjacent south of Squaw Creek. Further, we note that the drainage easement across 1016 S Duff Ave also spans across ±196,846 ( square feet across the site at 1008 S Duff Ave. Of this, we estimate approximately ±100,000 square feet (±2.30 acres) overlaps with the existing easement area.

Similar to the estimate of permanent easement compensation across 1016 S Duff Ave, we estimate that the value of the land currently held by drainage easement will not be further diminished. Because the rights will not materially change within the existing easement area, after the acquisition, we conclude no additional compensation is necessary for within the area of existing easement. The acquisition of the land outside of the existing drainage easement however, will reduce the property owner’s usable rights, and compensation is necessary. We apply a percentage of 50 percent.

In the event of a permanent easement acquisition, our estimate of compensation is shown below.

**PERMANENT FLOWAGE EASEMENT COMPENSATION**

Fee Value/Acre	\$8,000
Total Acres Affected	4.01
Existing Drainage Easement Overlap (Acres)	<u>2.30</u>
Net/Compensable Area (Acres)	1.71
Total Value	\$13,680
Percentage Applied	50%
Total Compensation (Rounded)	\$6,840

PRELIMINARY  
NOT YET INDEPENDENTLY REVIEWED



LOCATION MAP



## PHOTOGRAPHS



**PHOTO 1: 1016 S DUFF AVE, LOOKING EAST OVER ACQUISITION AREA**



**PHOTO 4: 1016 S DUFF AVE, LOOKING WEST OVER ACQUISITION AREA**



**PHOTO 2: 1016 S DUFF AVE, LOOKING NORTHEAST OVER ACQUISITION AREA**



**PHOTO 5: 1008 S DUFF AVE, LOOKING EAST**

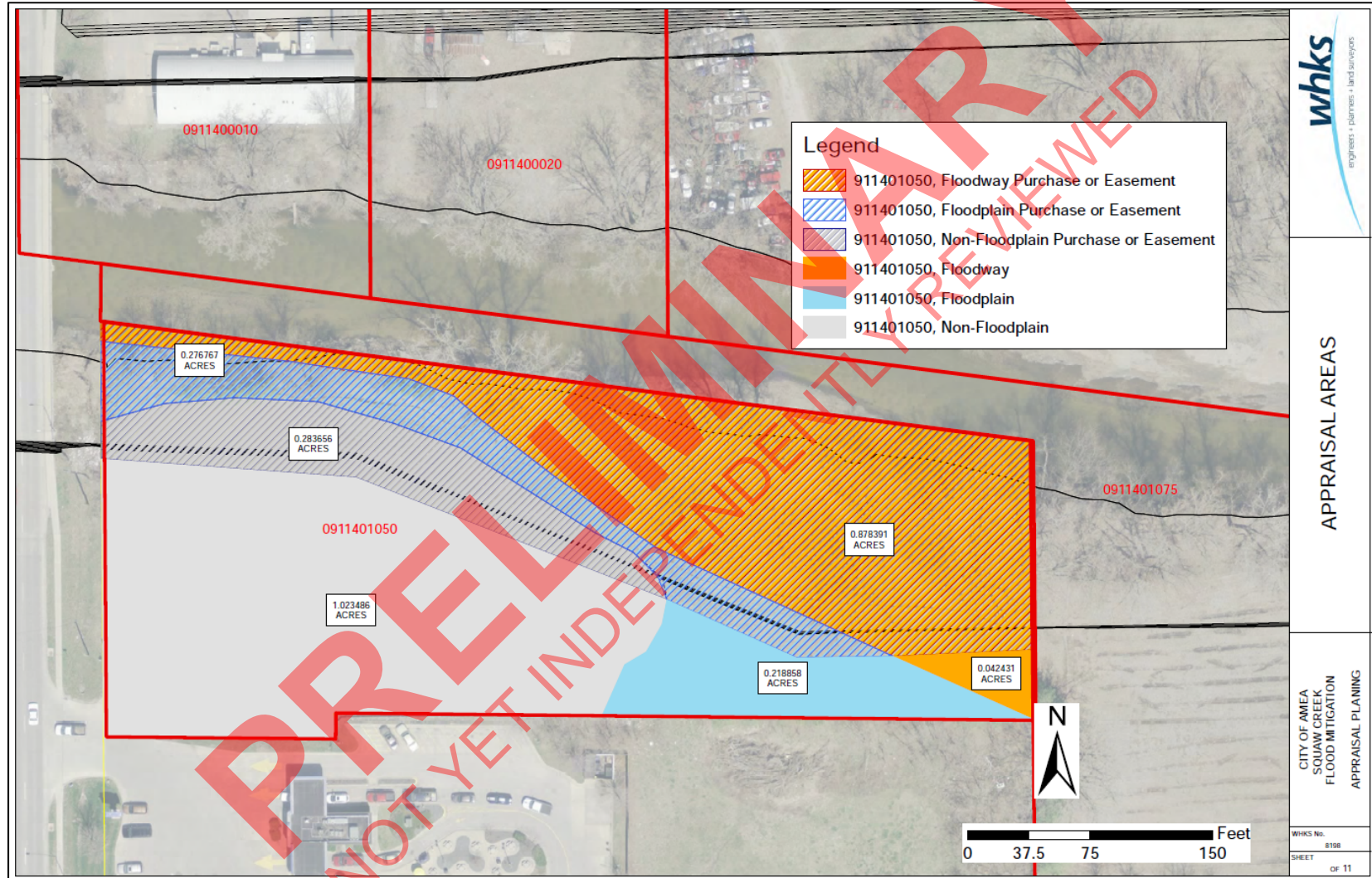


**PHOTO 3: 1016 S DUFF AVE, LOOKING EAST OVER ACQUISITION AREA**

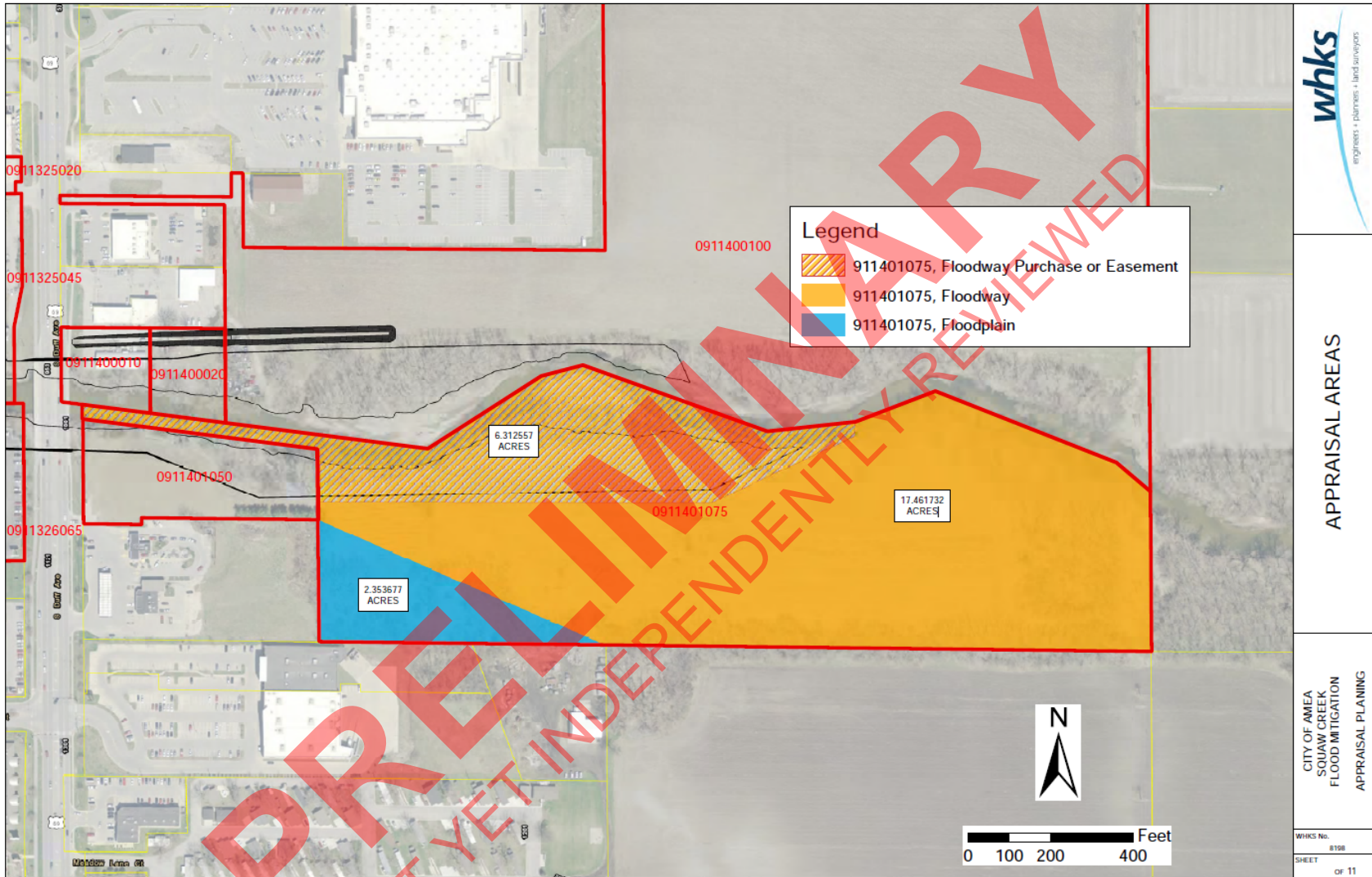


**PHOTO 6: 1008 S DUFF AVE, LOOKING EAST**

**AERIALS WITH ACQUISITION OVERLAY**



Shown above is an aerial photo with acquisition overlay of 1016 S Duff Ave

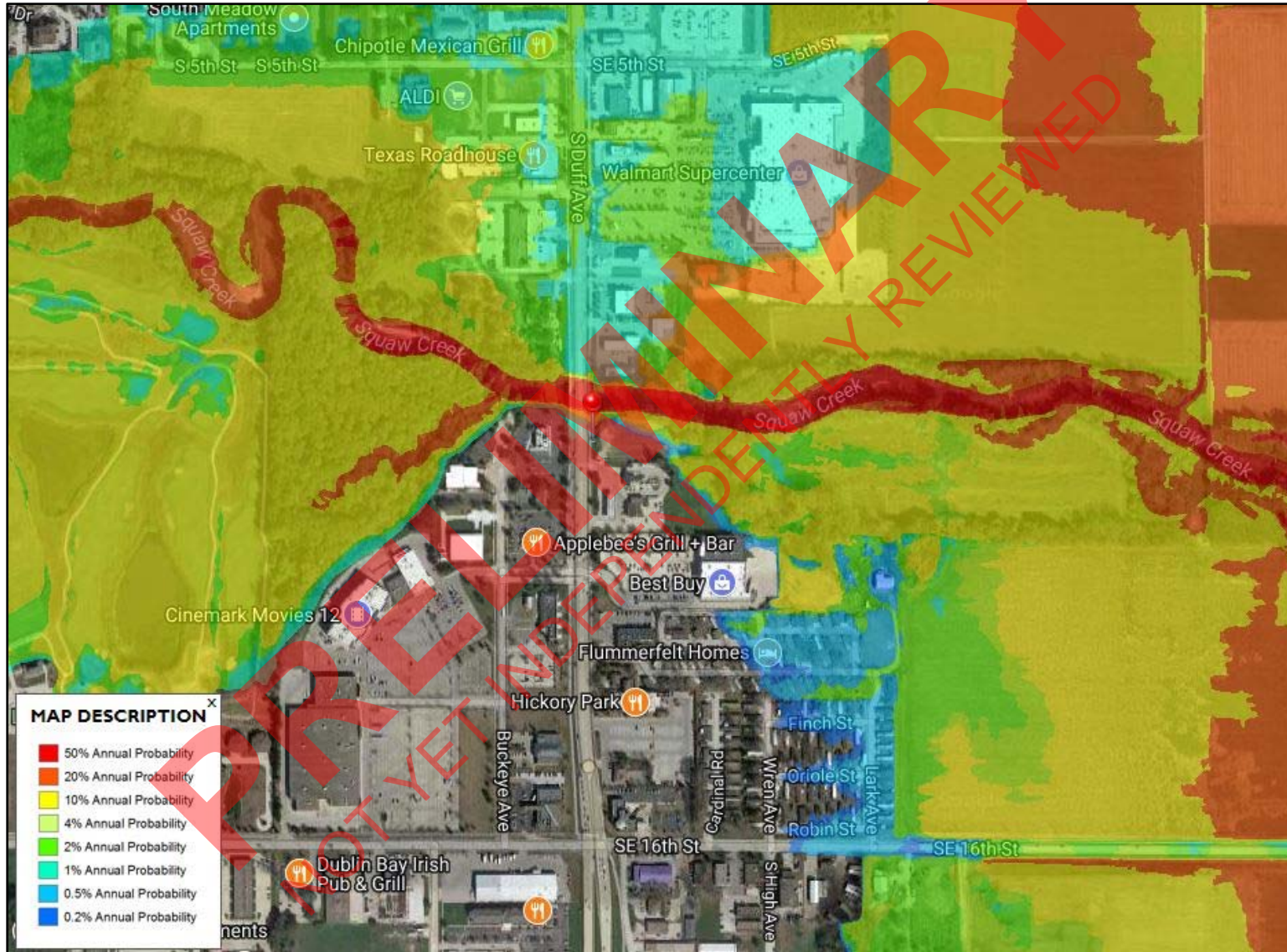


Shown above is an aerial photo with acquisition overlay of 1008 S Duff Ave

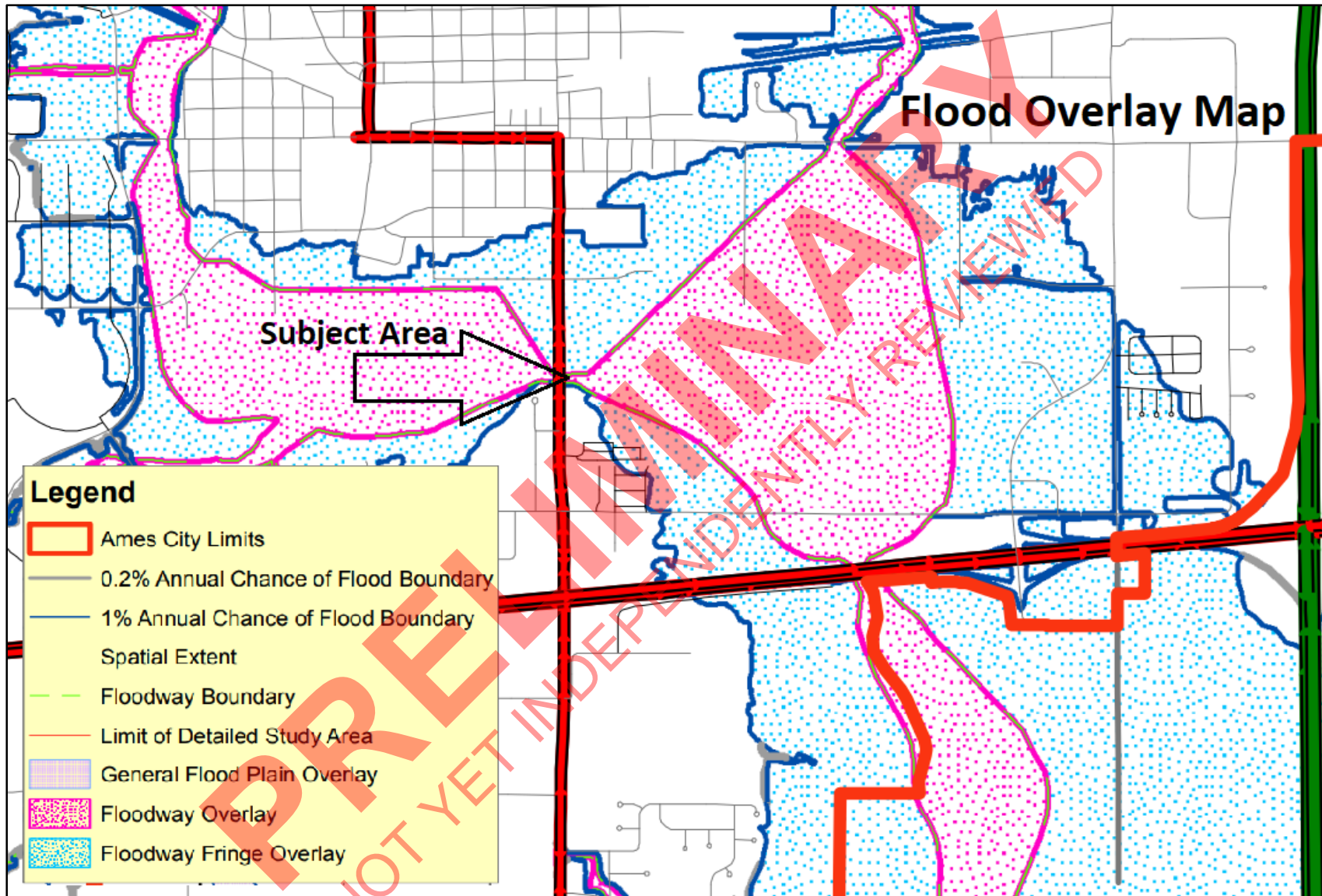
AERIAL MAP



### FLOOD MAPS

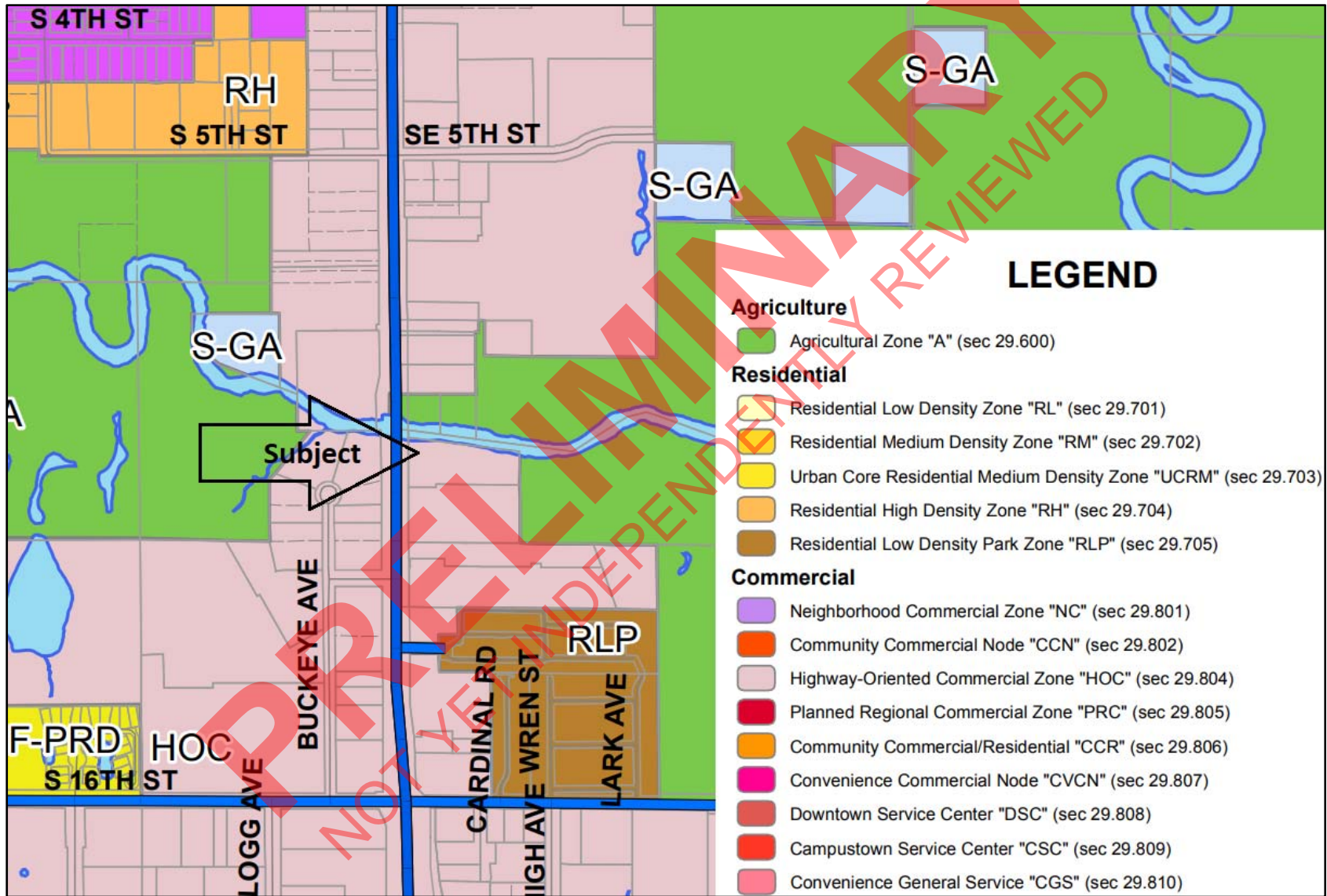








ZONING MAP



## CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Daniel W. Dvorak has observed the subject property for this assignment.
- Nelson J. Jerabek has observed the subject property for this assignment.
- No significant professional assistance was provided to the person signing this report.
- As of the date of this report, Daniel W. Dvorak has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, Nelson J. Jerabek has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Practicing Affiliates.
- We have not performed any real property services related to the subject property within the three year period immediately preceding acceptance of this assignment.

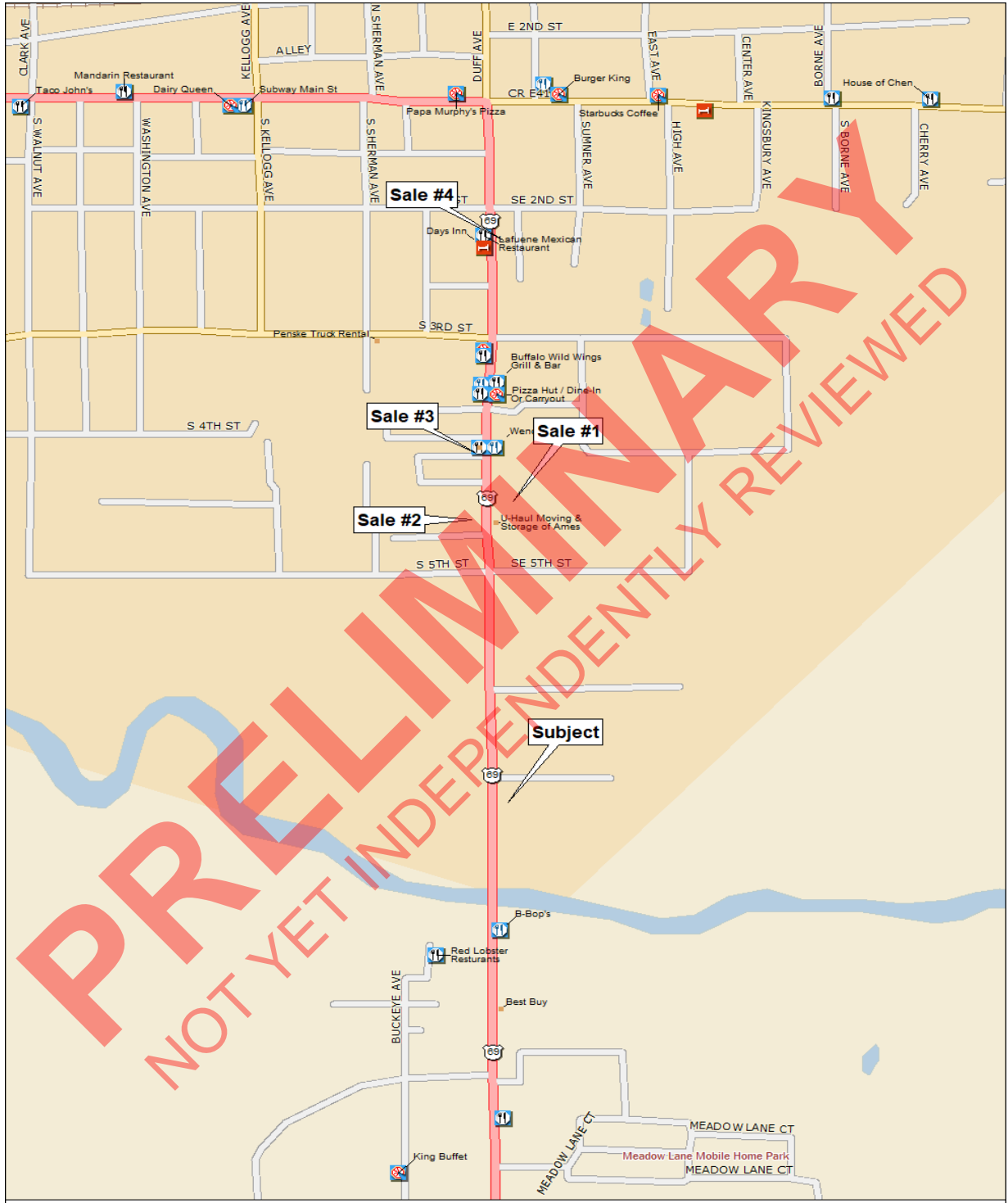


Daniel W. Dvorak, MAI  
Vice President  
State #CG02880

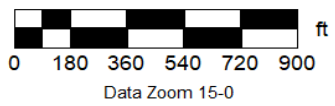
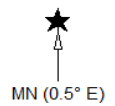


Nelson J. Jerabek  
Associate Real Estate Appraiser  
State #AG03441

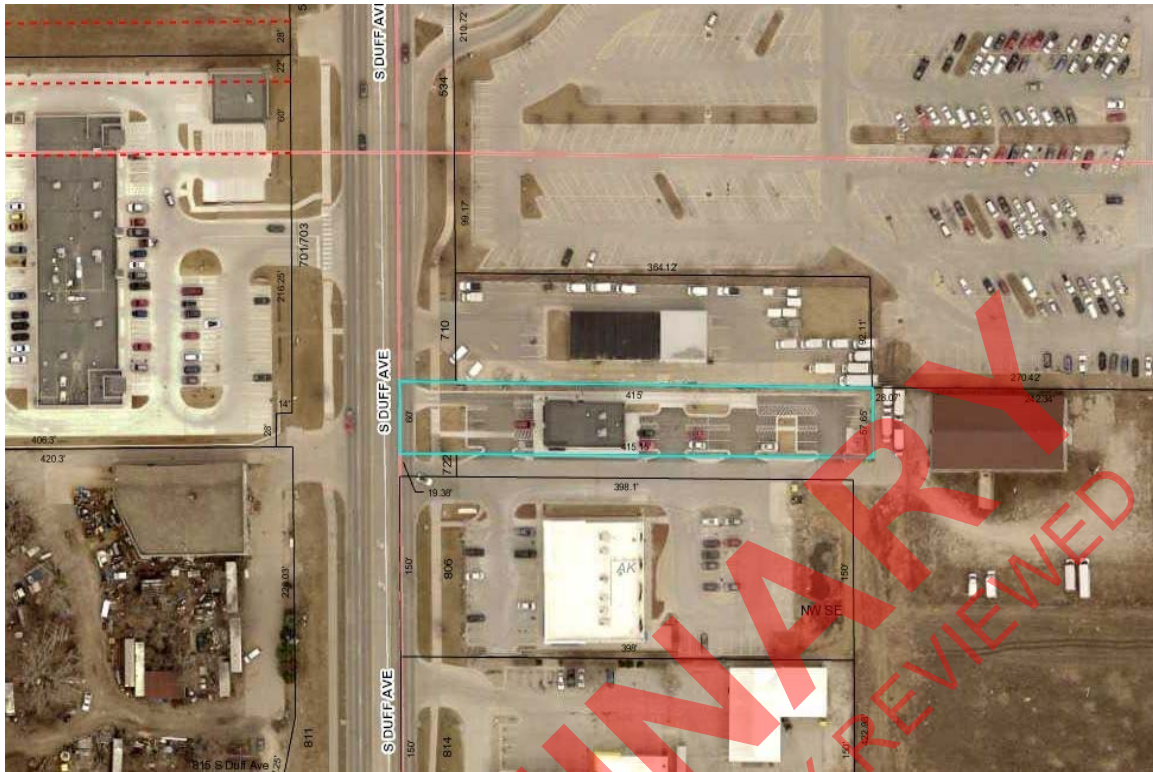
### COMPARABLE LAND SALES MAP 1016 Duff Avenue



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## Comparable Land Sale 1



<b>Comp ID:</b>	<b>280034</b>	<b>Date:</b>	09-08-2015
<b>Address:</b>	716 S Duff	<b>Instrument:</b>	Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$639.20
<b>County:</b>	Story	<b>Book/Page:</b>	2015/8880
<b>Land Area:</b>	21,902 SqFt, or .503 Acres	<b>Sale Price:</b>	\$400,000
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$9,360
<b>Topography:</b>	Level	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	HOC: Highway Oriented Commercial	<b>Adj. Sale Price:</b>	\$409,360
<b>Utilities:</b>	All Available	<b>Sale Price/\$SF:</b>	\$18.69 per SF
<b>Access:</b>	Paved	<b>Sale Price/\$Acre:</b>	\$814,160 per Acre
<b>Highest/Best Use:</b>	Restaurant-Quick Service	<b>Grantor:</b>	716 S Duff, LLC
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Rafferty Construction
<b>Terms:</b>	Cash	<b>Verified:</b>	Matt w/ Buyer
<b>Marketing Time:</b>	Not Marketed		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	0911400080		

**Legal:** Lengthy - please refer to file.

**Remarks:** Site was improved with ±15,600 square feet of paving prior to sale but this appears to have been replaced. Adjustment up is for appraiser estimated paving demolition cost. Buyer constructed a Jimmy John's restaurant. Property is in Flood Zone AE, part of the 100-year floodplain. Many nearby properties in the flood zone have been developed after bringing in fill to raise the building pad, but buyer says the City permitted them to build this without bringing in fill. Instead, they installed flood doors in the building, which they describe as being similar in appearance to typical doors with additional seals.

Lot has right-in, right-out only access to S Duff Avenue due to 2016 median project. Property adjacent east is to grant and construct easement connecting this and other properties to WalMart to get out to stop light on S Duff by October 2018, per City. However, this would be via a "backage" road.



## Comparable Land Sale 2



<b>Comp ID:</b>	<b>219066</b>	<b>Date:</b>	06-21-2013
<b>Address:</b>	705 S Duff	<b>Instrument:</b>	Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$2,639.20
<b>County:</b>	Story	<b>Book/Page:</b>	2013-7352
<b>Land Area:</b>	85,077 SqFt, or 1.953 Acres	<b>Sale Price:</b>	\$1,083,451
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$90,000
<b>Topography:</b>	Level	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	HOC: Highway Oriented Commercial	<b>Adj. Sale Price:</b>	\$1,173,451
<b>Utilities:</b>	All Public	<b>Sale Price/\$SF:</b>	\$13.79 per SF
<b>Access:</b>	Paved	<b>Sale Price/\$Acre:</b>	\$600,815 per Acre
<b>Highest/Best Use:</b>	Retail	<b>Grantor:</b>	Douglas Livy, Jr. and Wendy Livy
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	E-M Hunziker, LLC
<b>Terms:</b>	Cash	<b>Verified:</b>	Grantee
<b>Marketing Time:</b>	Unknown		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	09-11-325-010		
<b>Legal:</b>	All the North 155.25 feet of the East 641 feet of the Northeast Quarter of the Southwest Quarter of Section Eleven, Township Eighty-three North, Range Twenty-four West of the 5th PM, Story County, Iowa except for the ditch and road across the East 93 feet of the aforesaid property. AND		

A part of the Southwest Quarter of Section Eleven, Township Eighty-three North, Range Twenty-Four West of the 5th PM, in the City of Ames, Iowa described as follows: Commencing at the NE Corner of the SW1/4 of Sec. 11-T83N-R24W of the 5th PM, in the City of Ames, Iowa, thence S 89°54' W, along the North line of said SW1/4, 641 feet, thence South 155.25 feet, thence N 89°54'E, 506.85 feet, thence South along the West line of Duff Avenue, 80 feet, thence S 89°54' W, 420.3 feet, thence South, 331.2 feet, thence N 68°44' W, along the approximate centerline of Squaw Creek, 92.5 feet, thence N 0°06' W, 377.85 feet to the point of beginning, except the South 19 feet of the East 14 feet. And beginning at a point on the quarter section line 235.25 feet South of the Center of Section Eleven, Township Eighty-three North, Range Twenty-Four West of the 5th PM, Story County, Iowa, thence West 513 feet, thence South 9 feet, thence East 513 feet, thence North 9 feet along the quarter



## Comparable Land Sale 2

**Remarks:**

section line to the Point of Beginning, except the East 107 feet thereof.

Purchased for assemblage with parcel adjacent north (see 206449). Buyer spent \$40,000 on demolition of building and paving and a total of \$75,000 for fill dirt on both assembled sites. Sale price is adjusted up for demolition costs and 2/3 of fill cost. Buyer said they will build-up the front portion of the site where a building will be constructed and will leave the back part of the site below flood elevation and only use for parking. Parcel adjacent north was purchased Aug. 2012 for \$15.02/sf. Combined sale price is \$13.37/sf, before adjustments. Adjusted sale price is \$14.41/sf.

S Duff Avenue median project changed some nearby properties to right-in, right-out access, but this property connects to S Duff via a traffic light, full intersection.

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED



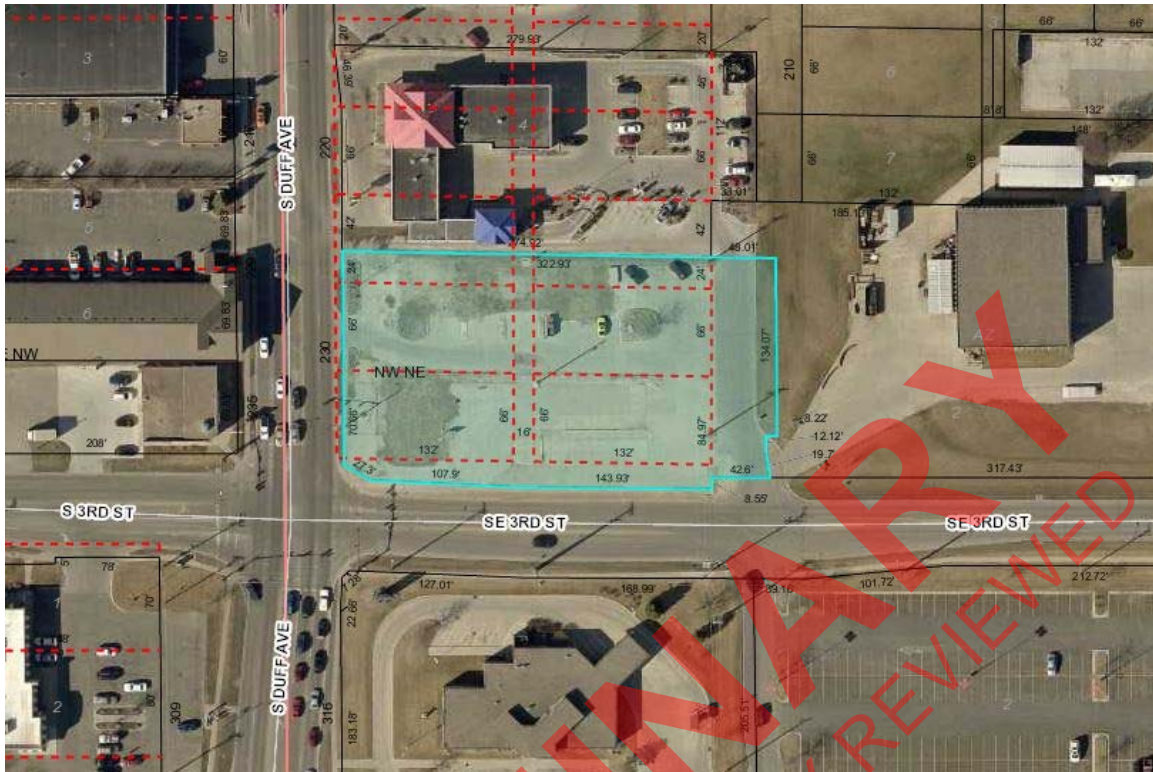
## Comparable Land Sale 3



<b>Comp ID:</b>	<b>206449</b>	<b>Date:</b>	08-02-2012
<b>Address:</b>	551 S Duff Avenue	<b>Instrument:</b>	Corporate Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$0.00
<b>County:</b>	Story	<b>Book/Page:</b>	2012/00008698
<b>Land Area:</b>	44,936 SqFt, or 1.032 Acres	<b>Sale Price:</b>	\$675,000
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$25,000
<b>Topography:</b>	Level	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	HOC: Highway Oriented Commercial	<b>Adj. Sale Price:</b>	\$700,000
<b>Utilities:</b>	All Public	<b>Sale Price/\$SF:</b>	\$15.58 per SF
<b>Access:</b>	Paved	<b>Sale Price/\$Acre:</b>	\$678,565 per Acre
<b>Highest/Best Use:</b>	Retail	<b>Grantor:</b>	Pizzas on Duff, LLC
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Blue Sky Properties, LLC
<b>Terms:</b>	Cash	<b>Verified:</b>	Chuck Winkleblack/Buyer & Agent
<b>Marketing Time:</b>	> 1 Year < 2 Years		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	09-11-176-080		
<b>Legal:</b>	Lot Twenty (20) and the South Twenty-two (22) feet of Lot Nineteen (19) in Cayler's Second Addition to Ames, Story County, Iowa		
<b>Remarks:</b>	Former site of Happy Joe's Pizza. At the time of sale the building was completely demolished and the site was clear except for a small area of concrete paving. Buyer wants to develop for a national franchise. Site was purchased for assemblage with parcel adjacent south (see 219066). Buyer spent \$75,000 on fill for both sites. Sale price is adjusted upward for 1/3 of the cost representing this sites proportionate share. Combined sale price is \$14.41/sf, after adjustments. Buyer indicated front part of site will be raised above flood elevation and a building will be constructed but the back part of the site will remain below flood elevation and be used for parking only.		

S Duff Avenue median project changed some nearby properties to right-in, right-out access, but this property connects to S Duff via a traffic light, full intersection.

## Comparable Land Sale 4



<b>Comp ID:</b>	<b>235919</b>	<b>Date:</b>	04-29-2015
<b>Address:</b>	230 S Duff Ave	<b>Instrument:</b>	Limited Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$2,399.20
<b>County:</b>	Story	<b>Book/Page:</b>	2015-3572
<b>Land Area:</b>	48,203 SqFt, or 1.107 Acres	<b>Sale Price:</b>	\$1,590,000
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>	Generally level, some sloping	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	HOC: Highway Oriented Commercial	<b>Adj. Sale Price:</b>	\$1,590,000
<b>Utilities:</b>	All Public	<b>Sale Price/\$SF:</b>	\$32.99 per SF
<b>Access:</b>	Paved Street	<b>Sale Price/\$Acre:</b>	\$1,436,834 per Acre
<b>Highest/Best Use:</b>	Commercial	<b>Grantor:</b>	Great Southern Bank & JMH Corporation
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Chick-Fil-A, Inc.
<b>Terms:</b>	Cash	<b>Verified:</b>	Agent - Kurt Friedrich
<b>Marketing Time:</b>	>3 Years		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	09-11-204-005		
<b>Legal:</b>	Parcel "E" a part of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and the alley in Block Four (4), in Kingsbury's Addition to the City of Ames, Story County, Iowa, and a part of Lot Three (3) in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Eighty-three (83) North, Range Twenty-four (24), West of the 5th P.M., Sotry County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on March 11, 2008, as Inst. No. 08-02384, Slide 328, Page 1.		
<b>Remarks:</b>	Site was listed for 4-5 years with an asking price of \$1,900,000; this was the amount the seller had purchased it for in 2008. Offer was made and accepted in January 2014. The site was purchased by Valley Bank in 2008 for development of a new bank branch but decided not to build, it was not a distressed sale or acquisition via foreclosure. However, the FDIC had taken over Valley Bank in June 2014 and Great Southern Bank has assumed all of the deposits and customers of Valley Bank. Agent said this did not affect the sale price.		





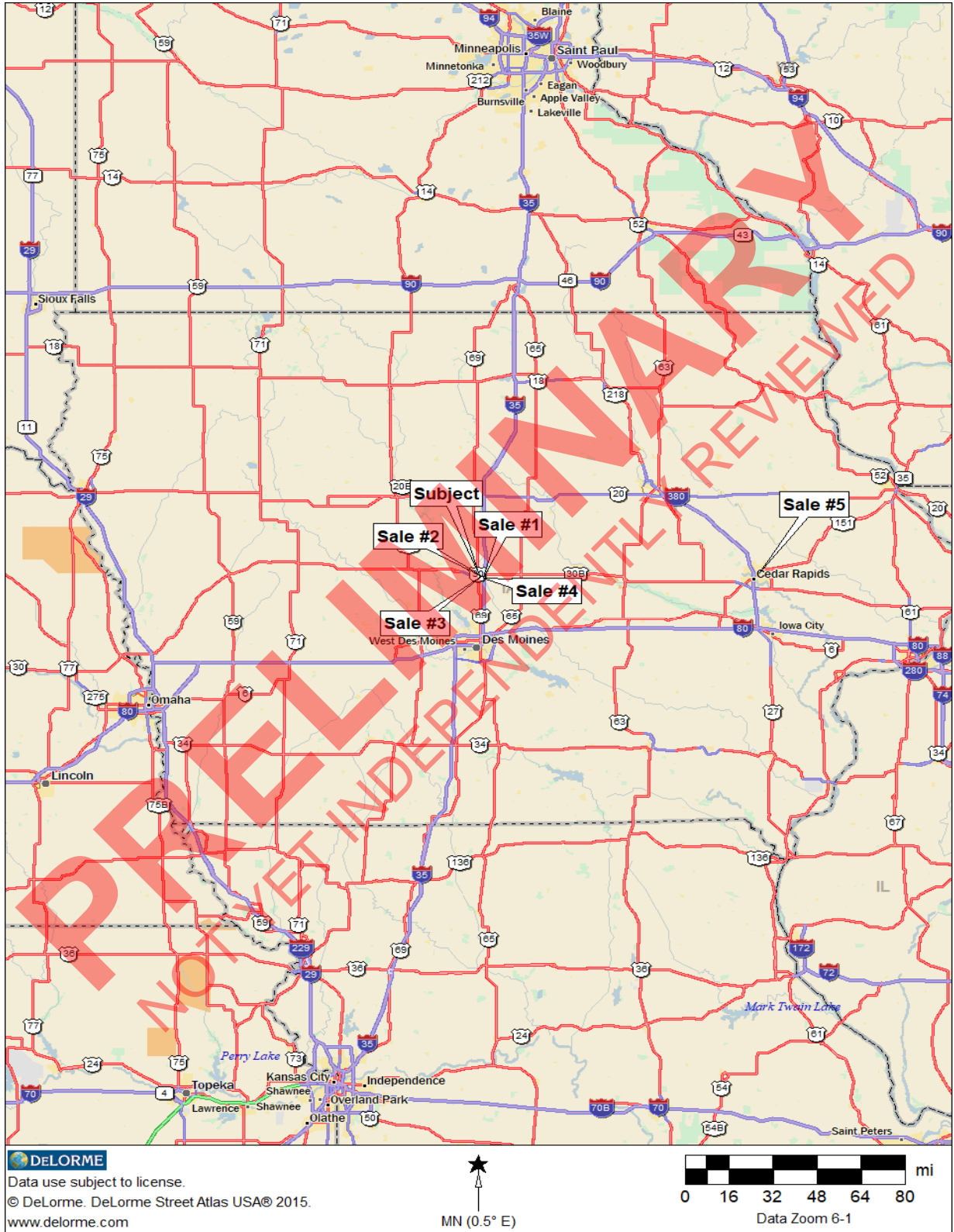
## Comparable Land Sale 4

Buyer will develop with a Chick-Fil-A fast food restaurant. Site is outside of flood plain.

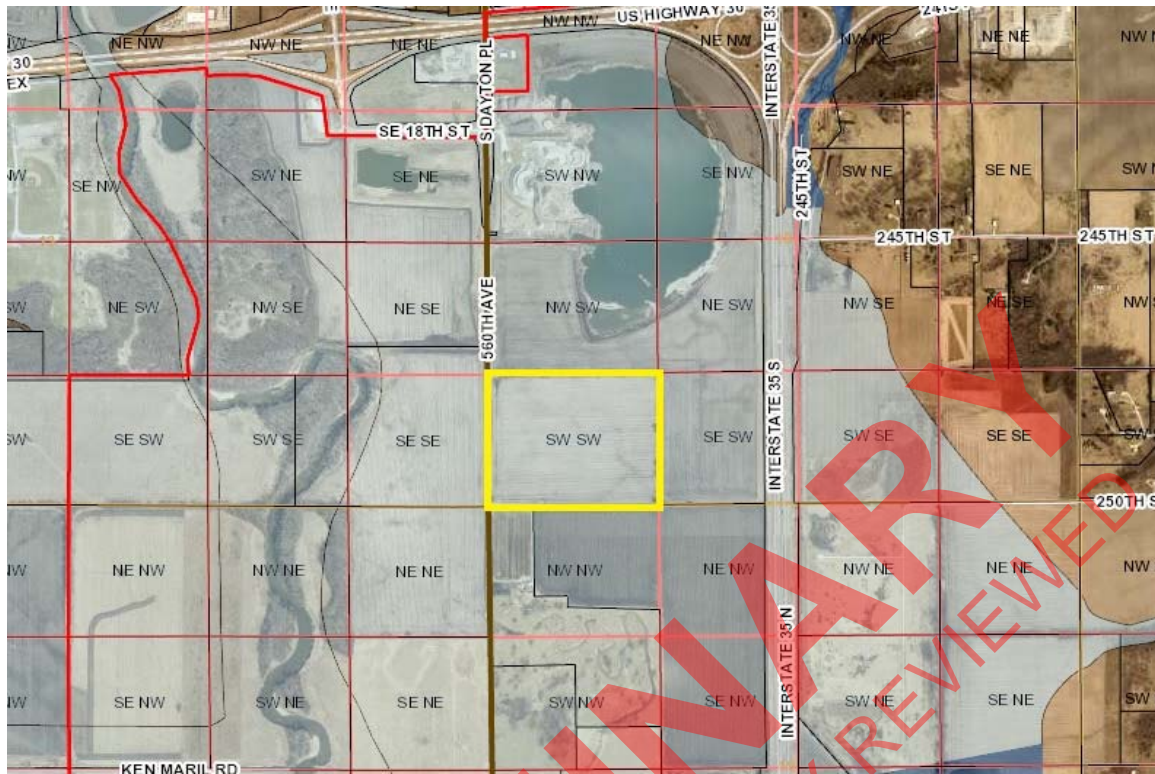
**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED



### COMPARABLE LAND SALES MAP 1008 Duff Avenue



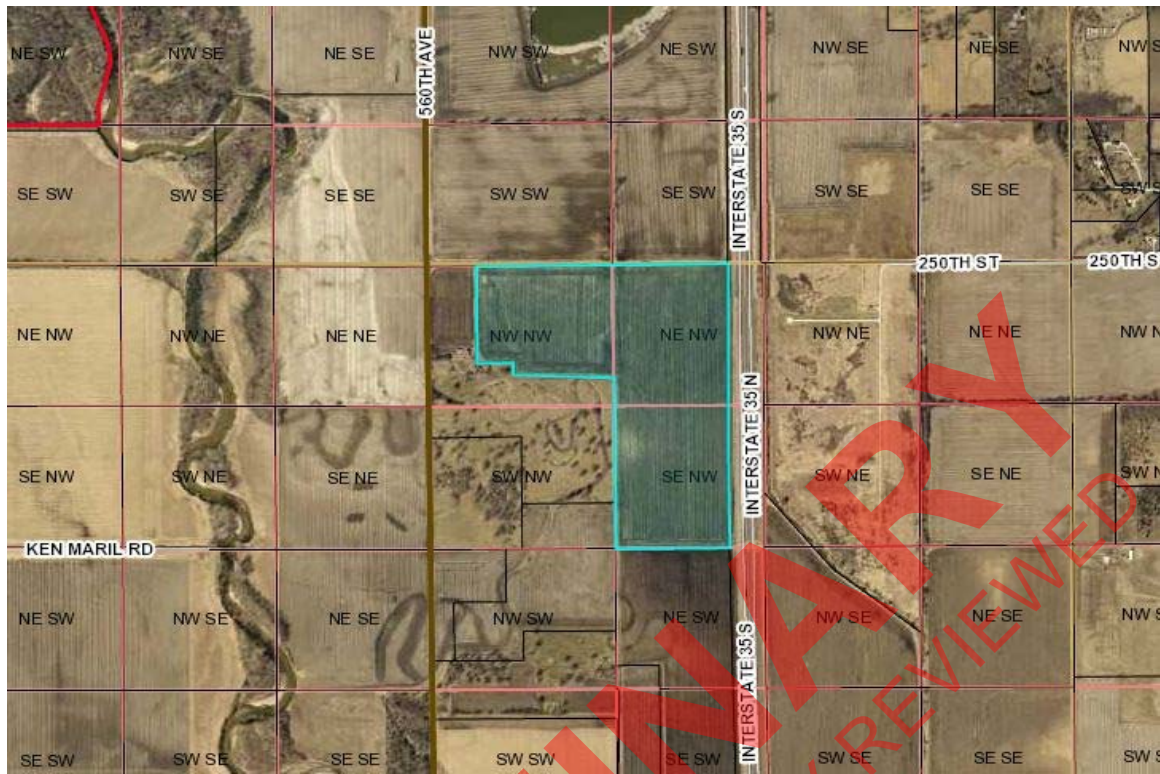
## Comparable Land Sale 1



<b>Comp ID:</b>	<b>274385</b>	<b>Date:</b>	06-21-2017
<b>Address:</b>	3034 560th Ave	<b>Instrument:</b>	Trustee Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$1,015.20
<b>County:</b>	Story	<b>Book/Page:</b>	2017-06188
<b>Land Area:</b>	2,101,334 SqFt, or 48.240 Acres	<b>Sale Price:</b>	\$635,000
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>	Level	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	A-1: Agricultural	<b>Adj. Sale Price:</b>	\$635,000
<b>Utilities:</b>	Typical Rural	<b>Sale Price/\$SF:</b>	\$0.30 per SF
<b>Access:</b>	Gravel	<b>Sale Price/\$Acre:</b>	\$13,163 per Acre
<b>Highest/Best Use:</b>		<b>Grantor:</b>	Doris M. Plath Revocable Trust
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Tanam Real Estate, LLC
<b>Terms:</b>	Cash	<b>Verified:</b>	Mark Gannon
<b>Marketing Time:</b>	Unknown		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	10-18-300-300		
<b>Legal:</b>	SECTION:18 TOWNSHIP:83 RANGE:23 SW SW		
<b>Remarks:</b>	Entire site located in 100-year flood hazard. Site adjacent south of an active mine. Buyer operates adjoining mine. Refer to file for information about deposits and overburden.		



## Comparable Land Sale 2



<b>Comp ID:</b>	<b>239903</b>	<b>Date:</b>	12-30-2014
<b>Address:</b>	S Side 250th St. @ I-35	<b>Instrument:</b>	Contract
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	
<b>County:</b>	Story	<b>Book/Page:</b>	2015-00060
<b>Land Area:</b>	3,820,212 SqFt, or 87.700 Acres	<b>Sale Price:</b>	\$875,000
<b>Shape:</b>	Irregular	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>	Level	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	A-1: Agricultural	<b>Adj. Sale Price:</b>	\$875,000
<b>Utilities:</b>	Unknown	<b>Sale Price/\$SF:</b>	\$0.23 per SF
<b>Access:</b>	Gravel	<b>Sale Price/\$Acre:</b>	\$9,977 per Acre
<b>Highest/Best Use:</b>	Row Crops	<b>Grantor:</b>	Charles & Catherine Potter
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Ag Land Specialist, LLC
<b>Terms:</b>	Cash	<b>Verified:</b>	Brian w/ Buyer (Concrete Tech Inc.)
<b>Marketing Time:</b>	Not Marketed		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	1019100210		
<b>Legal:</b>	Parcel C in NW 1/4 Sec. 19-83-23 as shown on Plat of Survey 97-00299		
<b>Remarks:</b>	Area above is net taxable acres. Average CSR2 is 65.5 points/acre per Surety Maps. 86% of site is Zook Silty Clay Loam, per soil map. Site is in Flood Zone AE near Skunk River. Property sold on contract with 17.1% down (\$150,000), balance at 3 percent interest amortized over five years with annual payments. Contract does not permit prepayment.		

Not marketed publicly. Seller owns land next to buyer's land in Clarke County, so they know one another. Buyer says the fact that the sale was not marketed or auctioned publicly did not affect the sale price. They also say the contract terms did not affect the sale price, and that the property was sold on contract so the seller could spread their capital gain over multiple years.

Property just south of Highway 30 interchange on Interstate 35. Land nearby north is mined. Buyer says there may be mining potential on this site, but they do not intend to mine it (though they are in



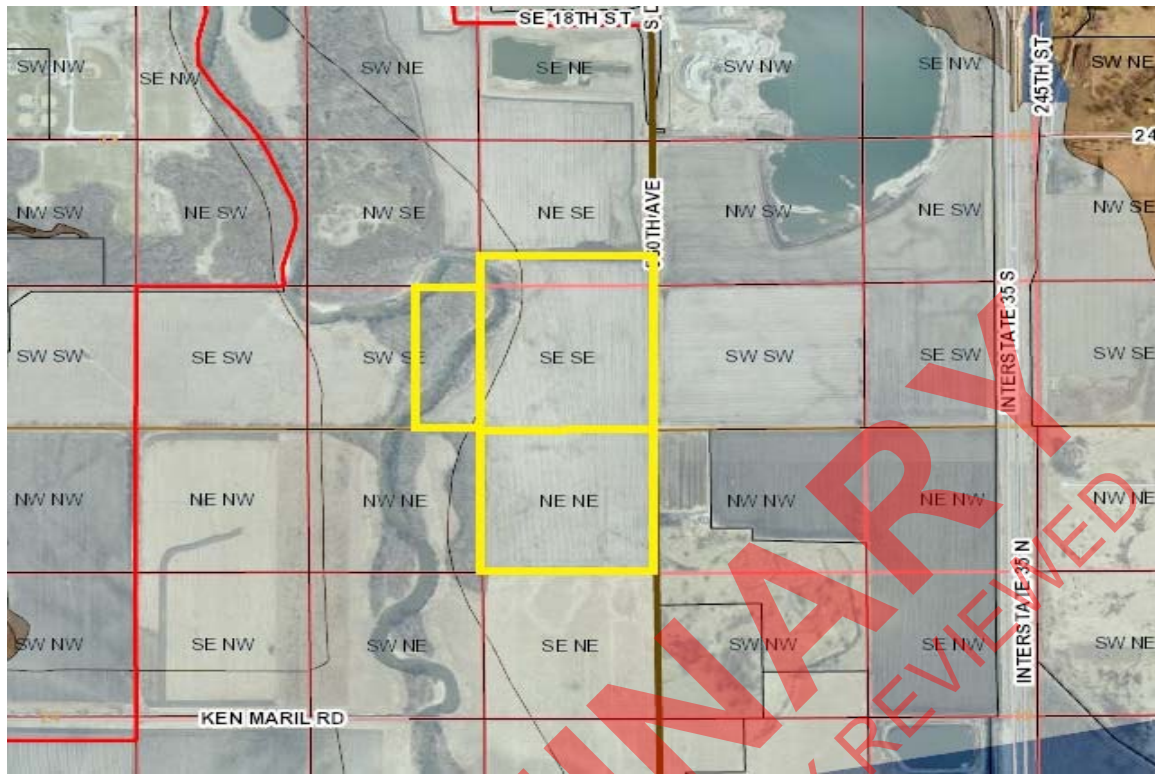
## Comparable Land Sale 2

the ready mix business) and they say potential to be mined did not affect sale. They bought the property as an investment. Buyer says they think the property has good upside and that they can get their money back out of it even if it is never mined.

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED



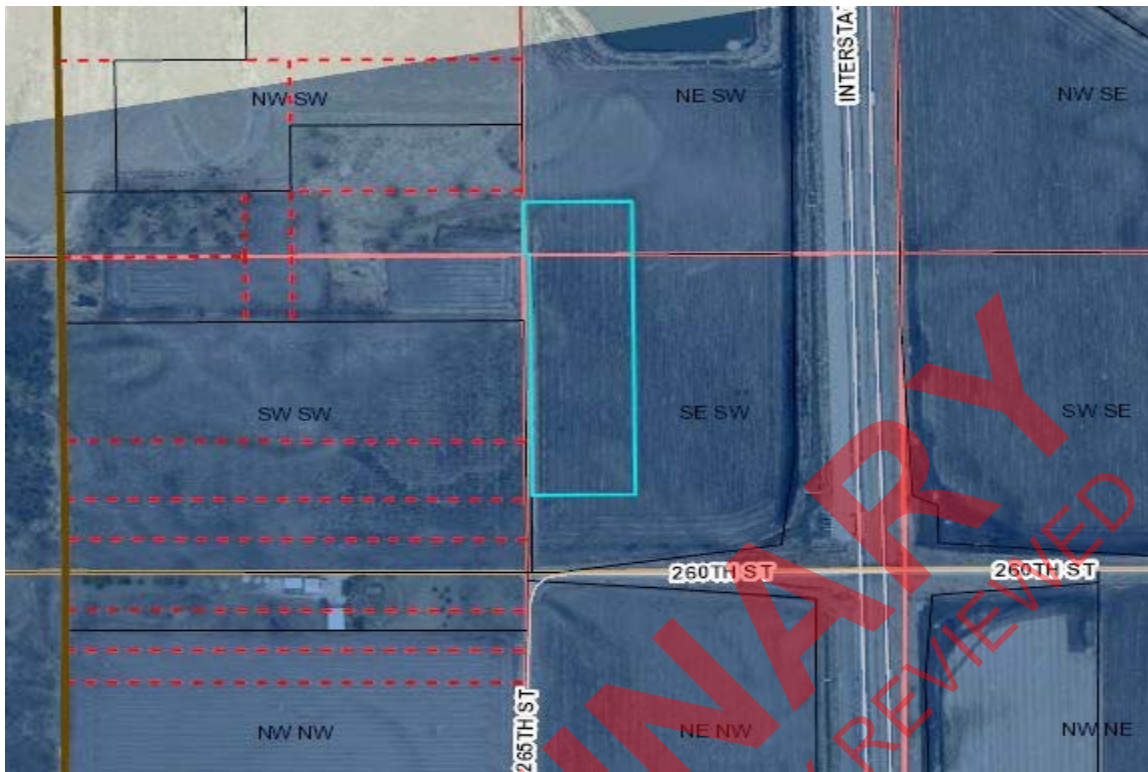
## Comparable Land Sale 3



<b>Comp ID:</b>	<b>274387</b>	<b>Date:</b>	05-22-2014
<b>Address:</b>	W of 3034 560th Ave	<b>Instrument:</b>	Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$1,535.20
<b>County:</b>	Story	<b>Book/Page:</b>	14-03842
<b>Land Area:</b>	4,309,826 SqFt, or 98.940 Acres	<b>Sale Price:</b>	\$960,000
<b>Shape:</b>	Irregular	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>	See Comments	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	A-1: Agricultural	<b>Adj. Sale Price:</b>	\$960,000
<b>Utilities:</b>	Typical Rural	<b>Sale Price/\$SF:</b>	\$0.22 per SF
<b>Access:</b>	Gravel	<b>Sale Price/\$Acre:</b>	\$9,703 per Acre
<b>Highest/Best Use:</b>		<b>Grantor:</b>	Lowell & Debra Kingsbury
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	Manatt's Inc.
<b>Terms:</b>	Cash	<b>Verified:</b>	Grantor
<b>Marketing Time:</b>	Unknown		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	09-13-400-410, 09-13-400-350, 09-24-200-200		
<b>Legal:</b>	Lengthy. See deed. S24 T83 R24		
<b>Remarks:</b>	Sale was a trade for land southwest of Kelley, Iowa. Grantor indicated recorded sale price is market value. Site purchased by entity who owns mine to the northeast. See rough file for LIDAR map.		



## Comparable Land Sale 4



<b>Comp ID:</b>	<b>274393</b>	<b>Date:</b>	05-10-2016
<b>Address:</b>	56311 260TH ST	<b>Instrument:</b>	Warranty Deed
<b>City, State:</b>	Ames, IA	<b>Revenue Stamps:</b>	\$119.20
<b>County:</b>	Story	<b>Book/Page:</b>	16-3983
<b>Land Area:</b>	435,600 SqFt, or 10.000 Acres	<b>Sale Price:</b>	\$75,000
<b>Shape:</b>	Rectangle	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>		<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	A-1: Agricultural	<b>Adj. Sale Price:</b>	\$75,000
<b>Utilities:</b>	Typical Rural	<b>Sale Price/\$SF:</b>	\$0.17 per SF
<b>Access:</b>	Gravel	<b>Sale Price/\$Acre:</b>	\$7,500 per Acre
<b>Highest/Best Use:</b>		<b>Grantor:</b>	Marilyn Baldus
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	CG Lee, LLC
<b>Terms:</b>	Cash	<b>Verified:</b>	Mark Gannon (Grantee's Agent)
<b>Marketing Time:</b>	Unknown		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	10-19-300-250		
<b>Legal:</b>	SECTION:19 TOWNSHIP:83 RANGE:23 E1/2 SW BEG 326.8' N & 16.53' E SW COR N997.2' W16.53' N218' E372' S1215.2' W355.5' TO BEG		
<b>Remarks:</b>	Site not listed for sale. Grantee approached Grantor. Buyer owned adjoining land.		



## Comparable Land Sale 5



<b>Comp ID:</b>	<b>258825</b>	<b>Date:</b>	04-22-2016
<b>Address:</b>	S of 40th Dr. SE, E of 1st Ave SE	<b>Instrument:</b>	Warranty Deed
<b>City, State:</b>	Marion, IA	<b>Revenue Stamps:</b>	\$319.20
<b>County:</b>	Linn	<b>Book/Page:</b>	9518/1
<b>Land Area:</b>	2,148,379 SqFt, or 49.320 Acres	<b>Sale Price:</b>	\$200,000
<b>Shape:</b>	Irregular	<b>Adjustment Up:</b>	\$0
<b>Topography:</b>	See Comments	<b>Adjustment Down:</b>	\$0
<b>Zoning:</b>	R-1: Low Density Single-Family Residential District	<b>Adj. Sale Price:</b>	\$200,000
<b>Utilities:</b>	All Near	<b>Sale Price/\$SF:</b>	\$0.09 per SF
<b>Access:</b>	Paved	<b>Sale Price/\$Acre:</b>	\$4,055 per Acre
<b>Highest/Best Use:</b>	Recreation/Conservation	<b>Grantor:</b>	OTB II, Ltd.
<b>Sale Conditions:</b>	Arm's Length	<b>Grantee:</b>	H. J. Bjornsen Family Trust
<b>Terms:</b>	Cash	<b>Verified:</b>	Greg Seyfer (Attorney)
<b>Marketing Time:</b>	Unknown		
<b>Rights Conveyed:</b>	Fee Simple		
<b>Tax Parcel No:</b>	141115300300000		
<b>Legal:</b>	Very lengthy, please refer to file.		
<b>Remarks:</b>	Unable to reach buyer or seller. Attorney who prepared deed is familiar with sale and confirmed price and acres shown by assessor (reported ±50 acres sold for \$200,000). He reports sale is arm's length and that the buyer purchased for green space/recreation. He said they may develop it some day but that would be far down the road.		

Property is wooded and bounded along its western and northern edges by Indian Creek. Land along creek is in a mixture of floodplain and flood way, but most of site is outside floodplain, per FEMA map. There is a steep slope in places along Indian Creek, but most of the rest of the site is gently sloping, per topo map and observations from public roads. County-owned land and Indian Creek Nature Center adjacent northeast.

Site is connected to public road right-of-way for Glenbrook Drive SE on its north Side, but using this





## Comparable Land Sale 5

would require accessing across Indian Creek. Based on trails observed on aerial photos, it appears site is being accessed from south end from end of Tama Street SE across property presently (Fall 2016) owned by Donna G. Reilly.

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED



I Instrument: 2011- 00004038  
 H Date: Jun 30, 2011 12:30:17P  
 D Rec Fee: 20.00 E-Com Fee: 3.00  
 G Aud Fee: .00 Trans Tax: .00  
 R Rec Management Fee: 1.00  
 Non-Standard Page Fee: .00  
 Filed for record in Story County, Iowa  
 Susan L. Vande Kamp, County Recorder

<b>INSTRUMENT PREPARED BY:</b>	David W. Benson, 1416 Buckeye Ave., Ames IA 50010 (Tel: 956-3900)
<b>RETURN DOCUMENT TO:</b>	David W. Benson, 1416 Buckeye Ave., Ames IA 50010 - 8070 (2011) <i>Nyemaster Law Firm Ste. 300</i>

**EASEMENT**

**KNOW ALL PERSONS BY THIS INSTRUMENT:** That the undersigned, MKTM, L.L.C., an Iowa limited liability company, hereinafter referred to as the GRANTOR, for good and valuable consideration, does hereby grant unto the City of Ames, Iowa, a municipal corporation, its successors and assigns, hereinafter referred to as the GRANTEE, upon the conditions hereinafter recited, the perpetual right to enter upon the land hereinafter described as the Easement Area to construct, reconstruct, cover over, clean up, operate, use, maintain and repair the systems described for the uses set forth hereinafter over, upon, across and under the Easement Area. The Easement Area is a strip of land situated in Story County, Iowa, as shown on the final plat drawing of Carney and Sons' Subdivision, First Addition to Ames, Story County, Iowa, and described as Exhibit "A", attached.

The foregoing rights are granted by the Grantor and shall be accepted and exercised by the Grantee subject to the following terms and conditions:

1. **OBSTRUCTIONS PROHIBITED.** The Grantor, as the fee simple owner of the underlying real estate, and the Grantor's successors and assigns, shall not erect or place within the Easement Area any building or other structure or improvement or any trees, shrubs or other landscape plantings other than grass or comparable ground cover except with the prior written consent of the Grantee. The Grantee shall have the right to trim or remove trees and shrubs within the Easement Area to prevent damage to a utility service line of the Grantee located within the Easement Area.
2. **SEEDING.** Immediately following construction, reconstruction or repair work by the Grantee within the Easement Area, weather and season permitting, ground area with previously existing grass cover that is disturbed by such work shall be planted with grass seed in accordance with customary methods of soil preparation and planting by the Grantee.
3. **NONEXCLUSIVE EASEMENT.** The easement rights granted under this instrument to the Grantee are nonexclusive. This instrument shall not preclude the Grantor from granting similar easement rights to third parties upon terms and conditions that do not impair or diminish the rights granted under this instrument to the Grantee.

4. **TITLE WARRANTY.** The Grantor warrants to the Grantee that the Grantor holds the Easement Area by title in fee simple; that the Grantor has good and lawful authority to grant the easement rights herein provided for; and that the Easement Area is free and clear of all liens and encumbrances except as may be described in the Mortgagee's Subordination attached hereto.

5. **CONSTRUCTION.** Words and phrases used in this instrument shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This instrument shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this instrument are for convenience only and in no way define or limit the scope or intent of any provisions of this instrument.

IN WITNESS WHEREOF the undersigned have executed this instrument on June 21, 2011.

MKTM, LLC.

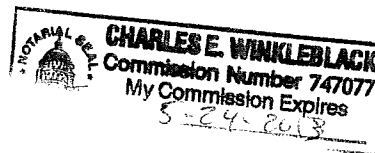
By [Signature]  
Thomas Carney, Member

By [Signature]  
Matt Carney, Member

STATE OF IOWA, COUNTY OF STORY, SS:

On June 21, 2011, before me the undersigned, a Notary Public in and for said state, personally appeared Thomas Carney and Matt Carney, to me personally known, who, being by me duly sworn, did say that they are all of the Members of said **LIMITED LIABILITY COMPANY** executing the foregoing instrument, that said instrument was signed on behalf of said limited liability company by authority of its members and the said members acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]  
Notary Public



**CARNEY AND SONS' SUBDIVISION  
FIRST ADDITION  
AMES, STORY COUNTY, IOWA  
EASEMENT DESCRIPTIONS  
MARCH 2, 2011**

**PUBLIC UTILITIES EASEMENTS**

The East 25 feet of Outlot A;

IN, Carney and Sons' Subdivision, First Addition, City of Ames, Story County, Iowa.

**DRAINAGE EASEMENT - From the centerline of Squaw Creek to a line that is parallel with, and 20 feet South of the top of bank of Squaw Creek**

Lot 1; AND,

Outlot A;

ALL IN, Carney and Sons' Subdivision, First Addition, City of Ames, Story County, Iowa.

**ELECTRICAL UTILITY EASEMENT**

The West 50 feet of the East 51 feet of Outlot A,

IN, Carney and Sons' Subdivision, First Addition, City of Ames, Story County, Iowa.

**SANITARY SEWER EASEMENT**

Lot 1 - Commencing at the Northeast corner of Lot 1, Carney and Sons' Subdivision, First Addition to the City of Ames; Thence  $N82^{\circ}38'28''W$ , 40.52 feet along the North line of said Lot 1 to the Point of Beginning; Thence  $S23^{\circ}50'28''E$ , 101.37 feet to the East line of said Lot 1; Thence  $S00^{\circ}30'53''E$ , 75.89 feet along the East line of said Lot 1; Thence  $N23^{\circ}50'28''W$ , 189.09 feet to the North line of said Lot 1; Thence  $S82^{\circ}38'28''E$ , 35.07 feet along the North line of said Lot 1 to the Point of Beginning; AND,

Outlot A - Commencing at the Northwest corner of Outlot A, Carney and Sons' Subdivision, First Addition to the City of Ames; Thence  $S82^{\circ}38'28''E$ , 481.79 feet along the North line of said Outlot A to the Point of Beginning; Thence continuing  $S82^{\circ}38'28''E$ , 35.07 feet long the North line of said Outlot A; Thence  $S23^{\circ}50'28''E$ , 40.92 feet to the North line of Lot 1; Thence  $N82^{\circ}38'28''W$ , 35.07 feet along the North

line of said Lot 1; Thence N23°50'28"W, 40.92 feet to the Point of Beginning on the North line of said Outlot A; AND,

Outlot A- Commencing at the Southwest corner of Outlot A; Thence S89°16'10"E, 131.94 feet along the South line of said Outlot A to the Point of Beginning; Thence N23°50'28"W, 333.14 feet to the West line of said Outlot A; Thence N00°30'53"W, 75.89 feet along the West line of said Outlot A; Thence S23°50'28"E, 416.42 feet to the South line of said Outlot A; Thence N89°16'10"W, 32.99 feet to the Point of Beginning on the South line of said Outlot A;

ALL IN, Carney and Sons' Subdivision, First Addition, City of Ames, Story County, Iowa.

#### **TEMPORARY INGRESS/EGRESS EASEMENT**

The South 20 feet of Lot 1;

IN, Carney and Sons' Subdivision, First Addition, City of Ames, Story County, Iowa.

**CARNEY AND SONS' SUBDIVISION  
FIRST ADDITION  
AMES, STORY COUNTY, IOWA  
PUBLIC DEDICATION  
MAY 5, 2010**

Lot A, Public Street (South Duff Avenue) to the State of Iowa.





## DEFINITIONS

Unless otherwise noted, all definitions are those set forth by the Appraisal Institute, in the *Dictionary of Real Estate Appraisal*, Sixth Edition.

**Easement:** The right to use another's land for a stated purpose.

**Eminent Domain:** The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property.

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Going-Concern Value:** 1. An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*.

2. The market value of an established and operating business including the real property, financial assets, and the intangible assets of the business.

**Goodwill:**

1. Unidentifiable intangible assets.
2. The amount by which the acquisition price exceeds the fair value of identified assets.
3. The intangible asset arising as a result of name, reputation, customer loyalty, location, products, and similar factors not separately identified. (International Glossary of Business Valuation Terms)
4. The intangible asset arising as a result of elements such as name, reputation, customer loyalty, location, products, and related factors not separately

identified and quantified. (ASA Glossary)

**Grantee:** A person to whom property is transferred by deed or to whom property rights are granted by a trust instrument or other document.

**Grantor:** A person who transfers property by deed or grants property rights through a trust instrument or other document.

**Highest & Best Use:**

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permission, physical possibility, financially feasible, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

**Leased Fee Estate (Interest):** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



**Leasehold Improvements:**

Improvements or additions to leased property that have been made by the lessee.

**Leasehold Interest:** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

**Lessee:** One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement.

**Lessor:** One who conveys the rights of occupancy and use to others under a lease agreement.

**Liquidation Value:** The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>10</sup>

**Obsolescence:** One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external.

**Uniform Standards of Professional Appraisal Practice (USPAP):** In the United States, professional standards, developed for appraisers and users of appraisal services by the Appraisal Standards Board of The Appraisal Foundation, that are required for use in federally related transactions. Compliance with USPAP is also required in certain appraisals by state certification and licensing boards.

<sup>10</sup> Source: Office of the Comptroller of the Currency, effective date August 24, 1990.





**Daniel W. Dvorak, MAI**  
***Vice President***

Dan joined Iowa Appraisal and Research Corporation in 2006. He is a Certified General Real Property Appraiser and a member of the Appraisal Institute. Dan provides expert witness services and is experienced in providing appraisals for a wide variety of property types including:

- Agricultural, commercial and residential land
- Multifamily, office, and industrial
- Rail corridor
- Religious facility
- Eminent domain appraisal
- Hospitality
- Car wash

**Education**

Iowa State University, College of Liberal Arts and Sciences  
Bachelor of Science, with Distinction, May 2006  
Majors in History and Economics

**Professional Affiliations**

Member, Appraisal Institute (MAI)  
Appraisal Institute, Iowa Chapter

**State Certification**

State of Iowa, Certified General Real Estate Appraiser, CG02880  
State of Minnesota, Non-Resident Appraiser: Certified General, 40363667

**Representative Assignments**

- ±3,500 Acre Farm Land Appraisal for Estate, Dallas County, Iowa
- Existing Church with Proposed Addition, ±50,000 Square Feet Total, Ames, Iowa
- Mixed Use Subdivision, ±35 acres, Norwalk, Iowa
- Hospitality Property, 285 Rooms, West Des Moines, Iowa
- Timberland Subject to Unique Deed Restriction, ±17 acres, Ames, Iowa
- Retail Center, ±35,000 Square Feet, Omaha, Nebraska
- Multiple Property Industrial Appraisal for Divorce, Ames, Iowa
- Office Building for Assessment Appeal, ±400,000 Square Feet, Des Moines, Iowa
- Multiple Property Eminent Domain Appraisal, Ottumwa, Iowa
- Automobile Dealership for Divorce, ±40,000 Square Feet, Johnston, Iowa
- Multiple Bank Branch Appraisal for Agent of FDIC, Various, Iowa
- Multifamily Appraisal, ±100 Units, Ames, Iowa



**Nelson J. Jerabek**  
***Real Estate Appraiser***

Since joining Iowa Appraisal and Research Corporation in January 2015, Nelson has completed additional education towards becoming a Certified General Real Property Appraiser. He is a practicing affiliate with the Appraisal Institute and is following the educational and work-related requirements to become MAI designated. Nelson has supervised experience in providing appraisals for a wide variety of commercial property types, including:

- Commercial and residential land
- Multi-family
- Office
- Retail
- Industrial

**Education**

University of Northern Iowa  
B.S. Finance, December 2014.  
B.S. Real Estate, December 2014.

**Professional Affiliations**

Practicing Affiliate, Appraisal Institute

**State Registration**

State of Iowa, Associate Real Property Appraiser, AG03411

**PRELIMINARY**  
NOT YET INDEPENDENTLY REVIEWED



## STATE CERTIFICATIONS



### STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE  
PROFESSIONAL LICENSING AND REGULATION

THIS IS TO CERTIFY THAT THE BELOW NAMED  
HAS BEEN GRANTED A CERTIFICATE AS A  
GENERAL REAL PROPERTY APPRAISER

CERTIFICATE NO. CG02880

EXPIRES: 6/30/2018

DVORAK, DANIEL W.  
IOWA APPRAISAL  
1707 HIGH STREET  
DES MOINES, IA 50309



### STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE  
PROFESSIONAL LICENSING AND REGULATION

THIS IS TO CERTIFY THAT THE BELOW NAMED  
HAS BEEN GRANTED A REGISTRATION AS AN  
ASSOCIATE GENERAL REAL PROPERTY APPRAISER

CERTIFICATE NO. AG03411

EXPIRES: 6/30/2018

JERABEK, NELSON  
IOWA APPRAISAL AND RESEARCH CORPORATION  
1707 HIGH ST.  
DES MOINES, IA 50309

## IOWA APPRAISAL AND RESEARCH CORPORATION PRIVACY NOTICE

The implementation of the Gramm-Leach-Bliley Act, effective July 2001, requires all financial service companies (including appraisers) to notify their clients of their (the company's) policies to protect your non-public information.

If you have questions, you can contact us at 515-283-0146.

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Iowa Appraisal and Research Corporation understands our clients' concerns about the privacy of their information collected by us. Our company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using terms "us", "we" and "our". This notice describes our privacy policy and describes how we treat non-public personal information that we receive from our clients.

### WHY WE COLLECT AND HOW WE USE INFORMATION

We collect and use information for business purposes with respect to our real estate appraisal and consulting services. We gather this information to evaluate our clients' requests for property appraisal and consulting, and to process these requests according to the Uniform Standards of Professional Appraisal Practice, as well as particular requirements an appraisal reviewer may require.

### HOW WE COLLECT INFORMATION

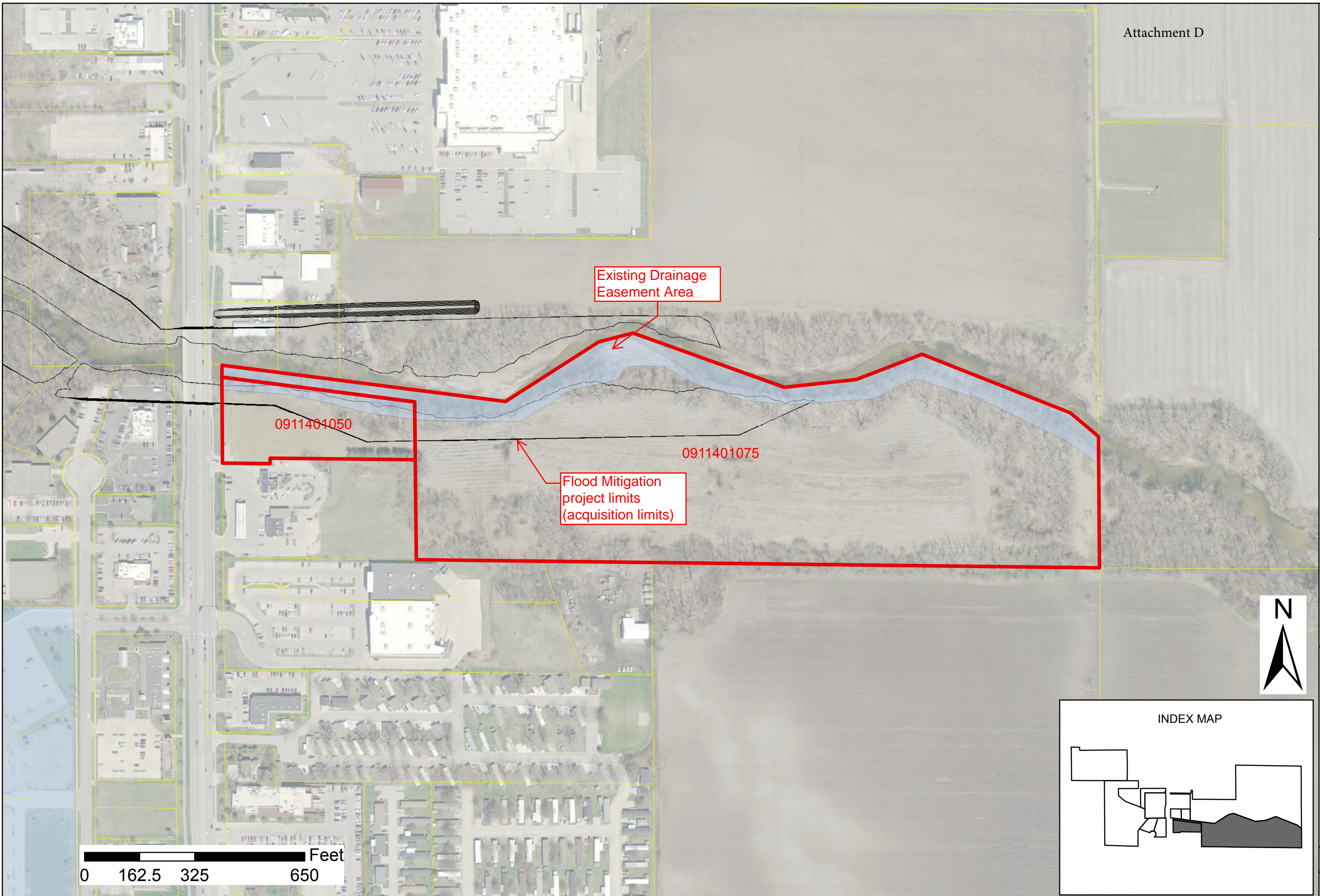
Some information collected by us is provided by you, your lender, your attorney or CPA. We receive copies of purchase agreements, copies of income and expense information, copies of building costs and other pertinent information. We also obtain information from public sources, multiple listing services and other appraisers.

### HOW WE PROTECT INFORMATION

We require our appraisers and staff to protect the confidentiality of the information we receive from you. We also maintain physical, electronic, and procedural safeguards designed to protect information. When you, your lender, or your attorney orders an appraisal on your behalf, we hold this request in strict confidence. For example, we will not divulge to unrelated parties whether we are or whether we are not completing an appraisal for you. Once the appraisal document has been completed, we will not, unless requested by you, your lender/your attorney (see intended user section of appraisal report) divulge the results of this report to anyone other than the intended user.

### TO WHOM INFORMATION MAY BE DISCLOSED

1. The intended users of our services
2. Peer review groups as may be required to continue our professional designations
3. Law enforcement, regulatory, governmental agencies, courts or parties therein pursuant to a subpoena or court order.
4. A review appraiser, performing a review of your appraisal

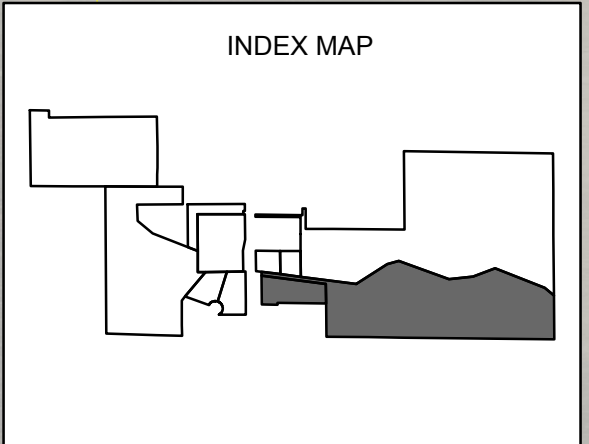


Existing Drainage  
Easement Area

0911401050

0911401075

Flood Mitigation  
project limits  
(acquisition limits)



0 162.5 325 650 Feet

**COUNCIL ACTION FORM**

**SUBJECT: SOUTH GRAND AVENUE EXTENSION PROJECT (AMENDMENT # 3)**

**BACKGROUND:**

This project is the extension of South Grand Avenue from Squaw Creek Drive to South 16th Street. Included is an extension of South 5th Street (South Grand Avenue to South Duff Avenue) as well as intersection improvements to the South Duff Avenue (US Hwy 69)/South 16th Street and South Grand Avenue/S 16<sup>th</sup> Street.

The project was originally broken into three phases to allow for potential flexibility in timing of construction and funding. The phases are:

- 1) S. 5<sup>th</sup> St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5<sup>th</sup> St.
- 2) S. Grand Ave South of S. 5<sup>th</sup> Street (this portion includes two bridges to accommodate Squaw Creek under the roadway).
- 3) Reconstruction and widening additional turn lanes at S. Duff Ave and S. 16<sup>th</sup> St.

On January 10, 2017, City Council approved the engineering services agreement with Shive-Hattery, Inc. from West Des Moines, Iowa, in an amount not to exceed \$1,045,000. As design has continued, a few services have been identified that were not completely covered under the original contract. Two amendments were approved. On October 25, 2017, City Council approved amendment No. 1 in the amount of \$102,891, and on June 28, 2018, staff approved amendment No. 2 in the amount of \$48,250.

**The additional professional services fee included in Amendment No. 3 for \$21,300 is a result of the extra design work noted below that was required by the property owners to gain voluntary agreement for acquiring the necessary easements.** New design solutions were developed and reviewed with the owners and a solution was agreed upon. Below is the additional scope of work.

1. Aldi Sidewalk Connection - Through the design of the shared use path along S 5th Street, it was discovered the existing sidewalk connection to the Aldi parking lot was not in compliance with accessibility guidelines. As part of the negotiation for temporary easements from the property owner, it was determined the City project would replace this sidewalk connection.
  - The design will include a connection to the sidewalk to meet accessibility guidelines. The design is anticipated to include new retaining walls and a handrail necessary to meet the requirements.

2. Addition of a Rectangular Rapid Flashing Beacon and mid-block crosswalk at the Boys and Girls Club. The changes to the plans will require the addition of one plan sheet and modification of 29 other sheets. The revisions include the following:

- Narrowing of the roadway to 31' at the mid-block crossing location and moving the 31' to 41' transition east.
- Modifications to account for the narrowing of the street which involved modifying pavement jointing, striping, storm sewer, water main, bus pull-off, westerly driveway to Aldi, roadway cross sections, construction staging, estimated, quantities, and opinion of probable costs.
- Add mid-block crosswalk and pedestrian ramps.

3. Additional Right-of-way Coordination

- The Cooper parcel (450 S Grand Ave) - An updated appraisal was required to appraise a partial acquisition of the parcel. The initial appraisal and plan for acquisition was for the entire parcel.
- The properties associated with the golf course have required that the tenant interests of the Legacy Golf be appraised. The coordination of this appraisal and of the tenant interests in general have caused additional effort.

The South Grand Avenue Extension continues to be included in the Capital Improvements Plan (CIP) with funding identified since 2013/14 and continuing through 2018/19. Funding shown in the CIP for 2017/18, 2018/19 and 2019/20 includes \$9,700,000 in G.O. Bonds, \$4,300,000 in MPO/STP Funds, and \$3,450,000 in Federal/State Grant Funds. In general, construction is anticipated to commence in 2019.

#### **ALTERNATIVES:**

1. Approve amendment No. 3 to the engineering services agreement for the South Grand Avenue Extension Project with Shive-Hattery, Inc., of West Des Moines, Iowa, in the amount not to exceed \$21,300.
2. Direct staff to renegotiate an engineering agreement amendment.

#### **MANAGER'S RECOMMENDED ACTION:**

By approving this amendment, it will be possible to proceed with project and it will allow the project to be in the July DOT letting.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

***AMENDMENT TO AGREEMENT  
between SHIVE-HATTERY, INC. AND THE CLIENT***

**ATTN:** Tracy Warner  
**CLIENT:** City of Ames, IA  
515 Clark Avenue  
PO Box 811  
Ames, IA 50010

**PROJECT:** South Grand Avenue

**PROJECT LOCATION:** Ames, IA

**ORIGINAL AGREEMENT DATE:** January 10, 2017

**AMENDMENT NO.:** 3

**AMENDMENT DATE:** April 9th, 2019

City of Ames, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**PROJECT DESCRIPTION**

The Project Description is added/deleted or revised as follows:

Add design of a trail connection between the trail to be extended along S 5<sup>th</sup> St and the Aldi Parking Lot.  
Add Rectangular Rapid Flashing Beacon and mid-block crosswalk near the Boys and Girls Club.

**SCOPE OF SERVICES**

The services for the project are added as follows:

1. Aldi Sidewalk Connection - Through the design of the trail along S 5<sup>th</sup> Street, it was discovered the existing sidewalk connection to the Aldi parking lot was not in compliance with accessibility guidelines. As part of the negotiation for temporary easements from the property owner, it was determined the City project would replace this sidewalk connection.
  - a. The design will include a connection to the sidewalk to meet accessibility guidelines. The design is anticipated to include new retaining walls and a handrail necessary to meet the requirements.
2. Addition of a Rectangular Rapid Flashing Beacon and mid-block crosswalk at the Boys and Girls Club. The changes to the plans will require the addition of one plan sheet and modification of 29 others. The revisions include the following:
  - a. Narrowing of the roadway to 31' at the mid-block crossing location, moving the 31' to 41' transition east.
  - b. Modifications to the following to account for the narrowing of the street: pavement jointing, striping, storm sewer, water main, bus pull-off, westerly driveway to Aldi, roadway cross sections, construction staging, estimated, quantities, and opinion of probable costs.





- c. Add mid-block crosswalk and pedestrian ramps.
3. Additional Right-of-way Coordination
- a. The Cooper parcel (450 S Grand Ave) - An updated appraisal was required to appraise a partial acquisition of the parcel. The initial appraisal and plan for acquisition was for the entire parcel.
  - b. The properties associated with the golf course have required that the tenant interests of the Legacy Golf be appraised. The coordination of this appraisal and of the tenant interests in general have caused additional effort that was not anticipated.

**SCHEDULE**

We will begin our services upon execution of this amendment to the agreement.

**COMPENSATION**

The compensation for the scope of services included in this amendment are as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Scope of Services	Hourly w/Max	\$21,300	Included	\$\$21,300

**TOTAL**

**\$21,300**

**AGREEMENT**

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.

Nathan Hardisty, PE  
nhardisty@shive-hattery.com

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**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

CLIENT: City of Ames, IA

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(signature)

PRINTED NAME: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_

**COUNCIL ACTION FORM**

**SUBJECT: AWARD OF CONTRACT FOR CYRIDE AUTOMATIC VEHICLE LOCATOR (AVL)/AUTOMATIC VOICE ANNUNCIATION (AVA) PASSENGER INFORMATION SYSTEM**

**BACKGROUND:**

CyRide uses an automatic vehicle locator (AVL) service to provide real time bus arrival information to passengers. Passenger information systems such as this have become commonplace with transit systems across the country. CyRide entered into an agreement in 2012 with NextBus to provide AVL information to passengers. The contract for this service ends on June 30, 2019. The NextBus service has been wildly successful and valued by customers, but the hardware installed on the buses has become obsolete. A significant capital investment would be required in 2019 to maintain the existing service. Procuring a new system was determined to be the best way to ensure that CyRide was getting the best value for the dollar.

CyRide has undertaken a separate initiative to provide automatic voice annunciation (AVA) along its routes. CyRide is required to make route announcements to be compliant with ADA regulations. Drivers currently announce route transfer points, but making required announcements takes focus off the road. By adding an AVA system, the existing bus speaker system can automatically announce transfer points with other fixed routes and operators can focus on driving.

Because both systems rely on GPS equipment to provide information to customers, staff has been working to procure both systems through a single request for proposals. An RFP was issued on April 17, 2019, with responses due May 8, 2019. A three-week response time was used to allow an award of contract to be made prior to a firm July 1 grant obligation deadline.

The total project budget is \$950,000 and is largely funded with Iowa DOT 5310 grant allocations. Funding is spread across two years in the Capital Improvement Plan. Since funding is spread out over two years, \$128,503 of the total project funding is not currently in grants. However, it is guaranteed formula funding. Award of the contract will be contingent upon Iowa DOT 5310 contract approval for FY 2020. Contract award will also be subject to concurrence with award by the Iowa DOT Office of Public Transit.

Four companies provided written proposals in response to the RFP. An evaluation committee comprised of three CyRide staff members ranked the responses. The current AVL provider, Cubic NextBus, and another respondent, GMV Syncromatics, were invited to

present on-site, as they had the highest ranked written responses. On-site presentations were evaluated by the same three CyRide staff members. The evaluation results and three-year total cost of the finalist's products were as follows:

**Written Proposal Score**

	<b>Weight</b>	<b>ETA</b>	<b>Ride Systems</b>	<b>Cubic NextBus</b>	<b>GMV Syncromatics</b>
Fulfilling Technical Requirements	40%	2.00	2.53	3.07	3.47
Key Personnel Experience & Qualifications	15%	0.95	1.05	1.10	1.25
Understanding of the Project	10%	0.57	0.70	0.77	0.90
Cost	30%	0.24	0.30	0.11	0.15
Correct Form and Format	5%	0.50	0.50	0.50	0.50
<b>Total Score</b>		<b>4.26</b>	<b>5.08</b>	<b>5.55</b>	<b>6.27</b>

**On-Site Presentation Score**

	<b>Weight</b>		<b>Cubic NextBus</b>	<b>GMV Syncromatics</b>
Fulfilling Technical Requirements	40%	40%	2.40	3.60
Key Personnel Experience & Qualifications	15%	15%	0.95	1.35
Understanding of the Project	10%	10%	0.63	0.90
Cost	30%	30%	0.23	0.30
Correct Form and Format	5%	5%	0.50	0.50
<b>Total Score</b>			<b>4.71</b>	<b>6.65</b>

**Cost Evaluation**

	<b>Cubic NextBus</b>	<b>GMV Syncromatics</b>
Year 1 BAFO Cost	\$1,012,912	\$941,730
3-Year Total Cost	\$1,450,401	\$1,146,534

**Staff is recommending award to GMV Syncromatics. The recommendation is based on the company's ability to meet the aggressive installation schedule, a thorough review of the hardware to be installed on the buses, experience level of the staff, and three-year total cost. As with any complicated technology implementation, staff anticipates an adjustment period for customers while the transition is made to a new service provider.**

Project budget information is listed in the CIP with additional detail provided in the following table.

<b>Funds Available</b>	<b>Dollars</b>
Iowa DOT Administered Federal Section 5310 Funds - 80%	\$ 680,000
CyRide's Capital Budget – 20%	\$ 170,000
<b>Total Federal Project Funds*</b>	<b>\$ 850,000</b>
Additional FY 2019 Local Capital	\$ 100,000
<b>Total Funds Available</b>	<b>\$ 950,000</b>
<b>Project Costs</b>	<b>Dollars</b>
Fixed Route CAD/AVL and Real Time Passenger Information	\$ 471,980
Automatic Voice Annunciator	\$ 356,025
Text Messaging Option	\$ 1,750
Automatic Passenger Counting Interface	\$ 2,475
Spare Parts	\$ 9,800
Annual Service Fee**	\$ 99,700
<b>Total Project Cost + Year 1 Annual Fee</b>	<b>\$ 941,730</b>

**\* \$128,503 of the total project funding is not currently approved in grants but is guaranteed formula funding. Grant approval is expected July 1, 2019.**

**\*\* The current AVL provider's annual fee is \$96,170.**

Awarding the AVL/AVA contract to GMV Syncromatics will allow CyRide to continue to provide an information service our passengers have come to rely upon. Installation of the automatic voice annunciation (AVA) portion of the system will allow CyRide to be fully compliant with ADA regulations. The proposed annual operating expense is approximately 4% higher than the current provider annual expense, but it includes \$12,120 in annual operating fees for the annunciator system.

The Transit Board of Trustees approved the award of the AVL and AVA project to GMV Syncromatics at its June 13, 2019 board meeting.

**ALTERNATIVES:**

1. Award contract to GMV Syncromatics of Los Angeles, CA for the proposed amount of \$941,730. This amount includes the first year of operating expense. Award of the contract is contingent upon Iowa DOT 5310 contract approval for FY 2020. Contract award will also be subject to concurrence with award by the Iowa DOT Office of Public Transit.
2. Reject the proposed contract and direct staff to modify the project to reflect Council priorities.

**CITY MANAGER'S RECOMMENDED ACTION:**

Awarding the contract to GMV Syncromatics of Los Angeles, CA will allow CyRide to replace the existing passenger information system that will enable CyRide to automatically announce important route information to passengers with disabilities. The contract award of \$941,730 includes hardware installation and the first year annual service fee.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



*Caring People  
Quality Programs  
Exceptional Service*

## Item #44

**TO:** Ames City Council and Mayor

**FROM:** Kelly Diekmann, Planning and Housing Director

**DATE:** June 21, 2019

**SUBJECT:** Guest Lodging Text Amendments (AMC Chapters 13, 29, and 35)

City Council reviewed draft ordinances on June 11<sup>th</sup> for Guest Lodging standards as a new use within the City. The City Council then directed staff to modify the ordinance to require a license to operate a home share within an apartment dwelling as would be required for use of a single-family dwelling, rather than exempt the use from licensing.

Due to the original framework of the draft ordinances that only permitted property owners to operate home shares, the proposed change requires adjustments to definitions and procedures for licensing that affect both the Chapter 29 Zoning Ordinance amendment and the proposed Chapter 35 Guest Lodging ordinance. **Therefore, staff requires additional time to provide updated ordinances to City Council for your review and recommends that Council continue the public hearing related to the Guest Lodging zoning ordinance amendment and have staff publish a new notice for the hearing.**

**COUNCIL ACTION FORM**

**SUBJECT: UNDERGROUND TRENCHING CONTRACT FOR ELECTRIC SERVICES**

**BACKGROUND:**

Electric Services requires trenching and excavation services as part of new construction or maintenance projects. These services are occasionally needed during off hours as part of emergency repairs. On May 14, 2019, City Council approved preliminary plans and specifications for an Underground Trenching Contract for Electric Services. The current contracts for this work expire June 30, 2019, and there are no remaining renewal options.

The scope of work consists of a contractor furnishing all equipment, tools, labor, and materials not supplied by Electric Services for excavating, trenching, directional-boring and backfilling for installation of conduits, ground sleeves, box pads, vaults, handholes, and other appurtenances. The work also includes the necessary clearing, sheeting and shoring, boring and jacking, dewatering, pipe embedment, and other appurtenant work.

The bidding documents provide for award to multiple contractors. This has been in practice under the current contract and has worked well to meet deadlines. The primary contractor would be given a majority of the work. Should the primary contractor be unable to meet the City's required completion date on an individual work order under the contract, that individual project work can be issued to a secondary contractor in order to meet the City's required completion date.

The proposed contract documents call for services under this contract to be provided from July 1, 2019, through June 30, 2020. The City would have the option to renew the contracts for up to four additional one-year terms, subject to approval by City Council.

Bid documents were distributed to thirteen potential bidders and three plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities.

On June 12, 2019, four bids were received. One of the bids was determined to be non-response. The three responsive bids are shown on the attached bid report.

Ames Trenching & Excavating, Inc., Ames, Iowa	See attached report
Zoske Electrical Services, Inc., Iowa Falls, Iowa	See attached report
Dig America, Inc., St. Cloud, Minnesota/Bondurant Iowa	See attached report
Communication Data Link , Grimes, Iowa	Not responsive

The total amount to be awarded for this contract would be on a time and materials cost basis not to exceed \$300,000. Invoices would be based on unit prices bid and actual work performed. The approved FY 2019/20 operating budget for outside services includes \$300,000 for services under this contract. Additional funds, if required, are available from the underground materials budget.

It has been a past practice with this bid in particular to award a primary contract to the lowest qualifying bidder and a secondary contract to the next lowest bidder. This is done to avoid delays in projects if the primary contractor cannot respond in a timely fashion.

The Electrical Engineer has reviewed the bids and is satisfied that the low bidder, Ames Trenching & Excavating, Inc. can successfully perform the work as primary contractor. This company has successfully provided these services under the previous contract.

The second low bidder, Zoske Electrical Services, Iowa Falls, has not previously done work for the City, but has provided references and experience with similar work. This company would be the secondary/backup contractor.

**ALTERNATIVES:**

- 1) a. Award primary contract for FY 2019-20 Underground Trenching Contract for Electric Services Department to Ames Trenching & Excavating, Inc., Ames, Iowa, in an amount not to exceed \$200,000.
- b. Award secondary contract for FY 2019-20 Underground Trenching Contract for Electric Services Department to Zoske Electrical Services, Inc., Iowa Falls, Iowa, in an amount not to exceed \$100,000.

Invoices will be based on contract rates for services actually received.

- 2) Award the contract to another bidder.
- 3) Reject bids for Underground Trenching Contract FY 2019/20 and attempt to purchase these services on an as-needed basis.

**MANAGER'S RECOMMENDED ACTION:**

These services provide trenching and excavation for new construction, maintenance, and emergency repair activities of the Electric Services Department. The annual renewable contracting process reduces the City's exposure to market forces regarding prices and availability for labor, equipment, travel, and supplies for these services.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



INVITATION TO BID NO. 2019-134  
UNDERGROUND TRENCHING CONTRACT

Bid Item and Estimated Annual Quantity				Ames Trenching & Excavating, Inc. Ames, Iowa				Zoske Electrical Service, Inc. Iowa Falls, Iowa				Dig America, Inc. St. Cloud, Minnesota			
Unit	Description	UOM	of Units	Labor	Materials	Labor & Materials	Extended Price	Labor	Materials	Labor & Materials	Extended Price	Labor	Materials	Labor & Materials	Extended Price
A	TR-N	Trenching - Normal Depth	FT	2000		\$ 12.16	\$ 24,320.00	\$ 2.75	\$ -	\$ 2.75	\$ 5,500.00	\$ 18.50	\$ -	\$ 18.50	\$ 37,000.00
B	TR-X	Trenching - Extra Depth	FT	400		\$ 15.80	\$ 6,320.00	\$ 3.00	\$ -	\$ 3.00	\$ 1,200.00	\$ 25.00	\$ -	\$ 25.00	\$ 10,000.00
C	TR-SH	Trenching -Shallow Depth	FT	250		\$ 8.51	\$ 2,127.50	\$ 2.75	\$ -	\$ 2.75	\$ 687.50	\$ 13.00	\$ -	\$ 13.00	\$ 3,250.00
D	DUCT-1	Install 1" Flex Duct in Trench	FT	250		\$ 1.22	\$ 305.00	\$ 1.92	\$ 0.87	\$ 2.79	\$ 697.50	\$ 1.90	\$ 0.25	\$ 2.15	\$ 537.50
E	DUCT-2	Install 2" PVC Duct in Trench	FT	2000		\$ 1.82	\$ 3,640.00	\$ 4.59	\$ 1.22	\$ 5.81	\$ 11,625.00	\$ 2.00	\$ 0.35	\$ 2.35	\$ 4,700.00
F	DUCT-4	Install 4" PVC Duct in Trench	FT	1000		\$ 2.43	\$ 2,430.00	\$ 1.67	\$ 2.88	\$ 4.55	\$ 4,550.00	\$ 2.40	\$ 0.50	\$ 2.90	\$ 2,900.00
G	DUCT-6	Install 6" PVC Duct in Trench	FT	400		\$ 3.65	\$ 1,460.00	\$ 7.08	\$ 4.16	\$ 11.24	\$ 4,497.33	\$ 3.50	\$ 0.75	\$ 4.25	\$ 1,700.00
H	CONC. ENC.	Concrete Encasement of Duct	CU YD	500		\$ 54.31	\$ 27,155.00	\$ 35.00	\$ 162.50	\$ 197.50	\$ 98,750.00	\$ 76.83	\$ 175.00	\$ 251.83	\$ 125,915.00
I	BORE-2	Directional Bore 2" Flex Duct	FT	1000		\$ 13.37	\$ 13,370.00	\$ 15.00	\$ 1.34	\$ 16.34	\$ 16,340.00	\$ 18.00	\$ -	\$ 18.00	\$ 18,000.00
J	BORE-4	Directional Bore 4" Flex Duct	FT	1000		\$ 24.31	\$ 24,310.00	\$ 15.00	\$ 4.12	\$ 19.12	\$ 19,120.00	\$ 30.00	\$ -	\$ 30.00	\$ 30,000.00
K	BORE-6	Directional Bore 6" Flex Duct	FT	1000		\$ 42.54	\$ 42,540.00	\$ 23.00	\$ 6.88	\$ 29.88	\$ 29,880.00	\$ 45.00	\$ -	\$ 45.00	\$ 45,000.00
L	HAND EX.	Excavation By Hand	HR	100		\$ 54.31	\$ 5,431.00	\$ 58.00	\$ -	\$ 58.00	\$ 5,800.00	\$ 103.00	\$ -	\$ 103.00	\$ 10,300.00
M	MACH. EX.	Excavation By Machine	HR	25		\$ 121.28	\$ 3,032.00	\$ 85.00	\$ -	\$ 85.00	\$ 2,125.00	\$ 500.00	\$ -	\$ 500.00	\$ 12,500.00
N	HAND TAMP	Mechanical Tamping By Hand	HR	100		\$ 60.78	\$ 6,078.00	\$ 58.00	\$ -	\$ 58.00	\$ 5,800.00	\$ 159.00	\$ -	\$ 159.00	\$ 15,900.00
O	MACH. TAMP	Mech. Tamping by Machine	HR	25		\$ 133.71	\$ 3,342.75	\$ 58.00	\$ 14.00	\$ 72.00	\$ 1,800.00	\$ 240.00	\$ -	\$ 240.00	\$ 6,000.00
P	ENC- SM	Install Small Enclosure	EA	20		\$ 243.10	\$ 4,862.00	\$ 185.00	\$ 463.00	\$ 648.00	\$ 12,960.00	\$ 343.00	\$ 20.00	\$ 363.00	\$ 7,260.00
Q	ENC-MD	Install Medium Enclosure	EA	8		\$ 303.88	\$ 2,431.04	\$ 339.50	\$ 826.00	\$ 1,165.50	\$ 9,324.00	\$ 686.00	\$ 40.00	\$ 726.00	\$ 5,808.00
R	ENC-LG	Install Large Enclosure	EA	4		\$ 364.65	\$ 1,458.60	\$ 650.00	\$ 970.00	\$ 1,620.00	\$ 6,480.00	\$ 1,029.00	\$ 60.00	\$ 1,089.00	\$ 4,356.00
S	ENC-AG	Install Enclosure w/ Above Grade Lid	EA	20		\$ 243.10	\$ 4,862.00	\$ 275.00	\$ 412.00	\$ 687.00	\$ 13,740.00	\$ 1,372.00	\$ 60.00	\$ 1,432.00	\$ 28,640.00
T	ENC-SW	Install Enclosure in Sidewalk	EA	12		\$ 364.65	\$ 4,375.80	\$ 650.00	\$ 412.00	\$ 1,062.00	\$ 12,744.00	\$ 750.00	\$ 50.00	\$ 800.00	\$ 9,600.00
U	ENC-SWGR	Install Switchgear Boxpad	EA	6		\$ 850.85	\$ 5,105.10	\$ 375.00	\$ 387.00	\$ 762.00	\$ 4,572.00	\$ 1,029.00	\$ 150.00	\$ 1,179.00	\$ 7,074.00
V	JB-1PH	Install 1-ph Primary Enclosure	EA	6		\$ 425.43	\$ 2,552.58	\$ 375.00	\$ 418.00	\$ 793.00	\$ 4,758.00	\$ 700.00	\$ 35.00	\$ 735.00	\$ 4,410.00
W	JB-3PH	Install 3-ph Primary Enclosure	EA	12		\$ 425.43	\$ 5,105.16	\$ 375.00	\$ 653.00	\$ 1,028.00	\$ 12,336.00	\$ 1,400.00	\$ 60.00	\$ 1,460.00	\$ 17,520.00
X	XFMR-1PH	Install 1-ph FG Transformer Pad	EA	20		\$ 486.20	\$ 9,724.00	\$ 375.00	\$ 361.00	\$ 736.00	\$ 14,720.00	\$ 1,715.00	\$ 50.00	\$ 1,765.00	\$ 35,300.00

INVITATION TO BID NO. 2019-134  
UNDERGROUND TRENCHING CONTRACT

Bid Item and Estimated Annual Quantity					Ames Trenching & Excavating, Inc. Ames, Iowa				Zoske Electrical Service, Inc. Iowa Falls, Iowa				Dig America, Inc. St. Cloud, Minnesota			
Unit	Description	UOM	of Units	Labor	Materials	Labor & Materials	Extended Price	Labor	Materials	Labor & Materials	Extended Price	Labor	Materials	Labor & Materials	Extended Price	
Y	XFMR-3PH6	Install 3-ph Conc Pad (6'x6')	EA	6			\$ 4,375.82	\$ 26,254.92	\$ 250.00	\$ 1,320.00	\$ 1,570.00	\$ 9,420.00	\$ 2,058.00	\$ 750.00	\$ 2,808.00	\$ 16,848.00
Z	XFMR-3PH9	Install 3-ph Conc Pad (9'x9')	EA	2			\$ 5,712.88	\$ 11,425.76	\$ 455.00	\$ 1,320.00	\$ 1,775.00	\$ 3,550.00	\$ 4,120.00	\$ 1,650.00	\$ 5,770.00	\$ 11,540.00
AA	PCC-REM	Concrete Removal	CU YD	25			\$ 60.75	\$ 1,518.75	\$ 120.00	\$ 30.00	\$ 150.00	\$ 3,750.00	\$ 500.00	\$ 70.00	\$ 570.00	\$ 14,250.00
BB	PCC	Concrete Installation	CU YD	25			\$ 303.88	\$ 7,597.00	\$ 38.40	\$ 140.00	\$ 178.40	\$ 4,460.00	\$ 1,620.00	\$ 300.00	\$ 1,920.00	\$ 48,000.00
CC	BOLLARD	Bollard Installation	EA	8			\$ 364.65	\$ 2,917.20	\$ 165.00	\$ 285.00	\$ 450.00	\$ 3,600.00	\$ 700.00	\$ 370.00	\$ 1,070.00	\$ 8,560.00
DD	SEEDING	Grass Seed & 1 Watering	SQ YD	200			\$ 243.10	\$ 48,620.00	\$ -	\$ 4.68	\$ 4.68	\$ 936.00	\$ 13.50	\$ 3.25	\$ 16.75	\$ 3,350.00
EE	CORE-PVMNT	Pothole for Buried Utilities in Pavement	HR	100			\$ 200.17	\$ 20,017.00	\$ 150.00	\$ -	\$ 150.00	\$ 15,000.00	\$ 446.00	\$ 50.00	\$ 496.00	\$ 49,600.00
FF	CORE-GRASS	Pothole for Buried Utilities in Grass	HR	50			\$ 170.17	\$ 8,508.50	\$ 125.00	\$ -	\$ 125.00	\$ 6,250.00	\$ 324.00	\$ 35.00	\$ 359.00	\$ 17,950.00
<b>TOTAL ESTIMATED BASE COST</b>								<b>\$ 333,196.66</b>				<b>\$ 346,972.33</b>				<b>\$ 613,768.50</b>
All materials not supplied by City of Ames.					Cost + 15%				Cost + 30 %				Cost + 25 %			
Equipment and Tools (to provide list)					List provided				List provided				List provided			
Subsistence					\$ -				\$135 per day per employee when needed				\$ -			
Travel					\$ -				\$65 per hour per truck				\$ -			
Mileage					\$ -				\$2.00 per mile for the large truck each way from Iowa Falls				\$3.00 per mile			
<b>Price increases for renewal periods:</b>																
Labor rates					5% per year				3% per year				5% per year			
Other:																
					_____ % per year				_____ % per year				Unit pricing		5% per year	
					_____ % per year				_____ % per year				Equipment & tools		5% per year	
					_____ % per year				_____ % per year				Misc. rates		5% per year	
Office location					1509 E Lincoln Way Ames				833 Brooks Road Iowa Falls				1350 Prairie Drive Bondurant			
warehouse location					same				same				same			
Guaranteed response time					guaranteed 4 hours				on site 2 hours for emergency services				guaranteed 3 hours			

**COUNCIL ACTION FORM**

**SUBJECT:     **SCAFFOLDING AND RELATED SERVICES AND SUPPLY  
CONTRACT FOR POWER PLANT****

**BACKGROUND:**

On May 28, 2019, City Council approved preliminary plans and specifications for the Scaffolding and Related Services and Supplies Contract. This contract is for a contractor to provide and install scaffolding, bracing and fall protection when needed at the City's Power Plant.

**This contract is to provide scaffolding and related services and supply for the period following final City Council approval of contract and performance bond through June 30, 2020.** This strategy will enable future renewals to coincide with the City's fiscal year. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Bid documents were issued to thirteen companies and four plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities.

**On June 19, 2019, two bids were received as shown on the attached report but only one is responsive.**

To evaluate these bids, staff compared each firm's bid to a Base Case Cost for Typical Scaffolding Requirements Scenario and the hourly rates and unit prices bid. Staff concluded that based on the hourly rates and unit prices the only bid submitted by HTH Companies, Inc, Union, MO is acceptable.

The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) City staff time saving in obtaining quotes, evaluating bids, and preparing specifications and other procurement documentation.

The approved FY 2019/20 Power Plant operating budget includes \$60,000 for these services. Invoices will be based on contract rates for time and materials for services that

are actually received.

**ALTERNATIVES:**

1. Award the contract for the Scaffolding and Related Services and Supplies Contract to HTH Companies, Inc, Union, MO, for hourly rates and unit prices bid, in an amount not-to-exceed \$60,000.

This contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms at stated rates.

2. Reject the bid and purchase scaffolding services on an as-needed basis.

**MANAGER'S RECOMMENDED ACTION:**

This contract is needed to carry out emergency and routine scaffolding services at the Power Plant. The contract will establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as stated above.



## ITB 2019-067 Scaffolding and Related Services and Supply Contract Bid Summary

	Central Sates Scaffolding, Grimes, IA **			HTH Companies Union, MO		
DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
<b>Labor Rates:</b>						
Supervisor:				\$47.75	\$68.00	\$68.00
Foreman:				\$47.75	\$68.00	\$68.00
Journeyman:				\$43.25	\$61.00	\$61.00
Laborer				\$38.50	\$54.00	\$54.00
Subsistence per day if job requires overnight stay:					\$85.00	
Mobilization per job					\$500.00	
Demobilization per job					\$500.00	
<b>Proposed Price Increase for Renewal Periods:</b>						
Labor Rates, per year					2%	
Travel & Subsistence, per year					2%	
Mobilization/demobilization, per year					2%	

\*\* Bid Bond was not complete, non-responsive

	Central States Scaffolding LLC Grimes, IA **	HTH Companies, Inc Union, MO
<b>TYPICAL SCENARIO</b>		
Erect a free standing scaffold 32 feet high, 12 feet wide, and 12 feet long. A working platform should be provided every 8 feet. A staircase should be built the entire height of the scaffold that will be used to access each platform. The scaffold should be able to be used without the use of fall protection. It will need to be built in two days, stand for 2 weeks, and taken down in one day.		
Erection cost:		\$2,390.00
Rental cost of material:		\$0.00
Dismantle cost:		\$1,324.50
Travel cost:		\$1,000.00
<b>OVERALL COST:</b>	<b>NA</b>	<b>\$4,714.50</b>

**COUNCIL ACTION FORM**

**SUBJECT: AWARD WATER PLANT RADIO TELEMETRY UPGRADES**

**BACKGROUND:**

The Water Plant monitors and controls all of its remote sites via data telemetry radios. This radio system was originally installed in 1999. Since then, the radios have been replaced, but the original antennas and supporting equipment are still in use. This project will replace the original supporting equipment for all remote data telemetry radios.

On May 14, 2019, City Council approved plans and specifications and issued a Notice to Bidders for the Water Plant Radio Telemetry Upgrades. A total of three bids were received for this contract on June 12, 2019. The apparent low bidder is Jetco, Inc. of Altoona, Iowa, with a total bid price of \$53,200.

<b>Bidder</b>	<b>Lump Sum Bid Amount</b>
Jetco, Inc.	\$ 53,200
<i>Engineer's Estimate</i>	\$ 55,000
Automatic Systems Co.	\$ 97,317
Second Sight Systems, LLC	\$ 99,290

The adopted FY 2019/20 Capital Improvements Plan includes a Wellhead Rehabilitation project. The work is being completed in two separate construction contracts; the Radio Telemetry Upgrade Project (this CAF) and a separate Wellhead Controls and Repainting Project (Notice to Bidders is requested on a separate CAF at the same Council meeting).

**Total Project Cost Estimate**

Wellhead Controls & Repainting (*separate CAF on this agenda*)

Base bid 5 wells	\$205,000
Optional 2 wells	82,000
<u>25% contingency</u>	<u>72,000</u>
Subtotal	\$359,000

Well Antenna Replacement (*this CAF*)

Construction	\$53,200
<u>10% Contingency</u>	<u>5,300</u>
Subtotal	\$58,500

**Total Project Estimate** **\$417,500**

Authorized Budget

FY 18/19 CIP ( <i>wellhead controls project</i> )	\$370,000
FY 19/20 CIP ( <i>well antenna project</i> )	50,000
<b>Total Authorized Funding</b>	<b>\$420,000</b>

**ALTERNATIVES:**

1. Award the contract to Jetco, Inc. of Altoona, Iowa, in the amount of \$53,200 for radio telemetry upgrades at all remote sites.
2. Do not award a contract at this time.

**MANAGER'S RECOMMENDED ACTION:**

It is in the City's best interest to replace failing equipment when needed to ensure Water Plant personnel can efficiently and effectively monitor and control the remote locations. The adopted FY 2019/20 CIP budget contains a Wellhead Rehabilitation project that includes upgrades to some remote site telemetry equipment. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



**COUNCIL ACTION FORM**

**SUBJECT: REZONE PARCEL AT 3315 S. RIVERSIDE DRIVE FROM “A” (AGRICULTURAL) TO “RI” (RESEARCH PARK INNOVATION DISTRICT) ZONING DISTRICT**

**BACKGROUND:**

In February 2019, the ISU Research Park completed the purchase of the Riley Farm parcel, a 2.57-acre tract located at 3315 S. Riverside Dr. The tract is surrounded on three sides by lands zoned “RI” Research Park Innovation District. The RI Zoning District was established in 2015 as unique zoning district designed to support the expansion of the Research Park. A general location map is included as *Attachment A*.

Although the Riley Farm property was annexed at the same time as the surrounding lands, it was not rezoned to RI with the other Research Park land. The current zoning of the property is “A” (Agricultural), as is typical for annexed land. A map of the subject property with its zoning and the zoning of adjacent properties is included as *Attachment B*.

The LUPP Future Land Use Map designates the subject property, and the surrounding properties, as “Planned Industrial”. See *Attachment C*. Rezoning of the subject property to “RI” (Research Park Innovation) is in compliance with the LUPP as a zoning district for implementation of the Planned Industrial Designation.

**Planning and Zoning Commission.** The Planning and Zoning Commission reviewed the request on June 5, 2019 and voted 4-0 to recommend the City Council change the zoning for the property at 3315 S. Riverside Drive to RI- Research Park Innovation District.

**Public Notice.** The City provided mailed notice to all property owners within 200 feet of the subject property in accordance with the notification requirements of Chapter 29. As of this writing, no comments have been received.

**ALTERNATIVES:**

1. The City Council can approve on first reading the request to rezone the 2.57-acre property at 3315 S. Riverside Dr. from Agricultural to Research Park Innovation District.
2. The City Council can deny the request to rezone the 2.57-acre property at 3315 S. Riverside Dr. from Agricultural to Research Park Innovation District, if the Council finds that the request is not consistent with the City’s regulations and policies.

3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

**CITY MANAGER’S RECOMMENDED ACTION:**

The request for rezoning is consistent with the Land Use Policy Plan Future Land Use Map as described in the addendum. Potential impacts on infrastructure and City services for development of this parcel is consistent with what is already anticipated for the Research Park expansion area.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to approve the request **to rezone the 2.57-acre property at 3315 S. Riverside Dr. from Agricultural to Research Park Innovation.**

## ADDENDUM

### REZONING BACKGROUND:

The ISU Research Park Corporation is non-profit development company governed by a board of directors and operated by professional staff. The Corporation, generally, owns the properties within the Park and works with individual companies for development, leasing, and management of building space. ISU Research Park Corporation has strong ties with Iowa State University faculty and staff, providing relationships and resources desired by research and development (R&D) oriented businesses. The ISU Research Park Corporation has worked together with the City for a common vision.

The Research Park is bordered by the Ames Municipal Airport to the east, agricultural land to the south, Highway 30 to the north, multi-family residential to the west, and highway oriented commercial to the northwest and northeast.

In 2015, the RI- Research Park Innovation District zoning was created by the City and approximately 180 acres were rezoned as an expansion area to the existing Research Park. The Park expansion was intended to create a business environment for innovation with a central commercial hub of activity as a resource and amenity to employees and businesses of the entire Park.

The subject 2.57-acre parcel exists as an Agricultural enclave surrounded by the “RI” (Research Park Innovation Zoning District). Land on the east side of S. Riverside Drive is zoned “S-GA” (Government/Airport).

**Land Use Policy Plan Future Land Use Map.** The Land Use Policy Plan (LUPP) Future Land Use Map designates this area as “Planned Industrial.” See *Attachment C*.

The Land Use Policy Plan urges “All future large-scale industrial activities should be located in planned industrial parks. Locating large-scale activities in parks assures adequate land area, access, utilities provisions and environmental controls. The park locations also assure that appearances are compatible with the community’s entries along which planned industrial locations are recommended (p. 62).”

**Existing/Proposed Zoning.** The “RI” (Research Park Innovation District) supports development of an integrated commercial service and concentrated employment area. It is also intended to...

- Allow for mixing of use and interaction of people to foster a collaborative environment;
- Create a node of activity and commercial services for the district;
- Design development to promote the new innovation district by integrating multi-modal transportation facilities, intensification of land use, and a wide range of office and research uses; and
- Promote a high level of architectural and site design features that signify the commitment to innovation and investment through architecture with visual interest and unique identity, site design incorporating stewardship of natural resources, district layout and development supporting the pedestrian environment, and green

building techniques demonstrating the commitment to sustainability. (Sec. 29.903(1)).

**Existing Uses of Land.** Land uses that occupy the subject property and other surrounding properties are described in the following table:

<b>Direction from Subject Property</b>	<b>Existing Land Uses</b>
Subject Property	Farm house and outbuildings
North	Research Park/Crop production
East	Crop production(Airport)
South	John Deere building/Crop production
West	Research Park/Vacant land

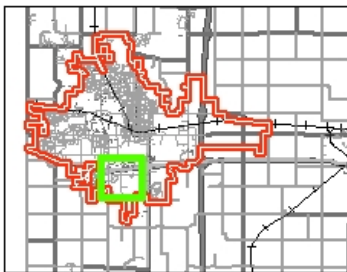
**Infrastructure**

Impacts on infrastructure and City services for this parcel are consistent with what is already anticipated for the Research Park expansion area. At the time of the original rezoning and master plan approval, infrastructure needs were evaluated for the build out of the area, including this parcel. The City has development agreements in place for roadway and utility improvements to serve the area.

**Findings of Fact.** Based upon an analysis of the proposed rezoning and laws pertinent to the proposed map amendment, staff makes the following findings of fact:

1. The subject property is owned by ISU Research Park. Their rezoning request and statement of justification is included as *Attachment D*.
2. Ames Municipal Code Section 29.1507(1) allows the property owner to initiate an amendment to the Official Zoning Map.
3. The subject property is consistent with the designation of “Planned Industrial” as identified on the Land Use Policy Plan (LUPP) Future Land Use Map.
4. The “RI” (Research Park Innovation District) zoning was established for the expansion of the Research Park. The land acquisition and request for rezoning is in support of the expansion of the Research Park.
5. The stated purpose of the RI zoning district is to support development of an integrated commercial service and concentrated employment area.
6. Impacts on infrastructure and City services for this parcel is consistent with what is already anticipated for the Research Park expansion area.

ATTACHMENT A: LOCATION

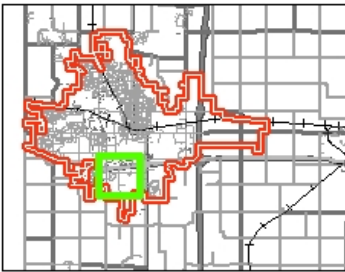


**LOCATION MAP**  
**3315 S Riverside Rd**

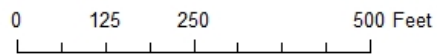
0 0.125 0.25 0.5 Miles



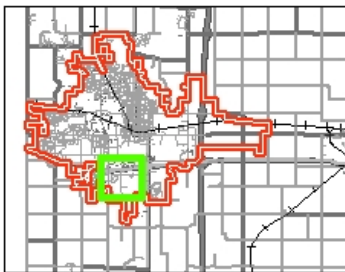
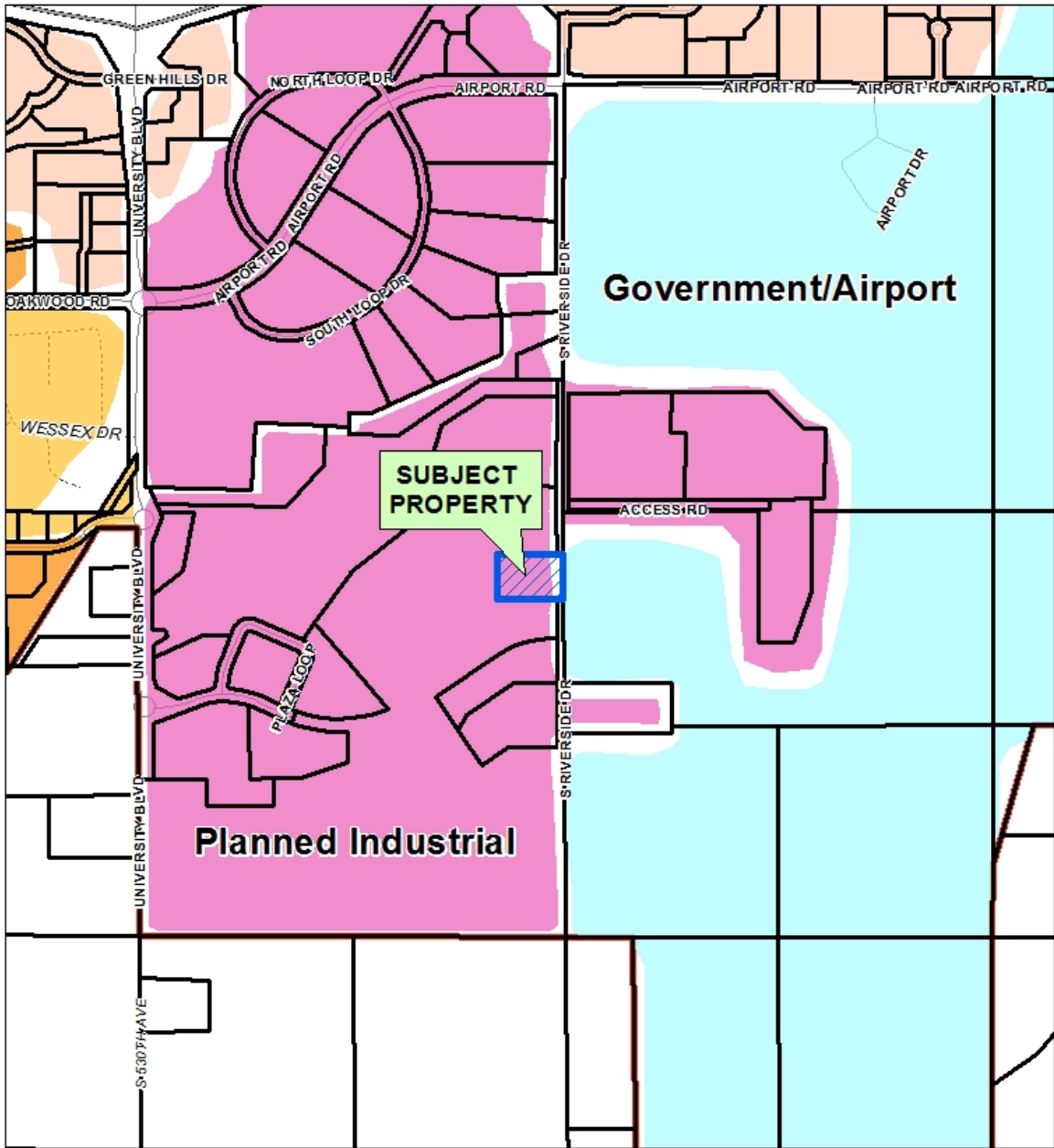
ATTACHMENT B: ZONING



**ZONING MAP**  
**3315 S Riverside Rd**



ATTACHMENT C: LUPP LAND USE MAP



**LUPP LAND USE MAP**  
**3315 S Riverside Rd**



## ATTACHMENT D: APPLICANT'S STATEMENT



1805 Collaboration Place  
Suite 1250  
Ames, IA 50010  
515-296-PARK  
www.isupark.org

### REZONING APPLICATION

The following text is intended to supplement the Rezoning Application packet as required.

1. **Land Area.** 2.57 Acres
2. **Current Zoning.** Planned Industrial (PI)
3. **Proposed Zoning.** Research and Innovation (RI)
4. **Proposed Use.** Allowed uses as described in the RI zone requirements.
5. **Reasons for Requesting Rezoning.** We are requesting rezoning in order to continue to create a research innovation zone for the Research Park area. The rezoning request matches what is set forth in the Land Use Policy Plan (LUPP) and the Ames Urban Fringe Plan.
6. **Consistency of this rezoning with the Land Use Policy Plan.** Because this area was not within the City Limits at the time of the LUPP's inception, this property is not included in the LUPP maps. However, we are still able to meet and exceed several goals of the LUPP, especially Goals No. 1, No. 2, No. 4, No. 5, No. 7, and No. 9. In addition to the LUPP, this request is also consistent with the Ames Urban Fringe Plan. This plan forecast the expansion of the research park, according to the text taken from the plan here:

#### ***Industrial Reserve/Research Park (IRRP)***

*The Industrial Reserve/Research Park area provides for future expansion of uses similar to the ISU Research Park: innovative technology companies that are supported by proximity to Iowa State University, within a planned development setting. There is land available for this use within the adjacent Planned Industrial portion of the Urban Service Area, but demand for this land use is difficult to predict accurately. This Industrial Reserve/Research Park designation provides additional expansion area for this use.*

*IRRP Policy 1: Locate this land use designation adjacent to areas within the Urban Service Area land use classification that are designated for expansion of the ISU Research Park.*

*IRRP Policy 2: Agricultural uses are compatible with this designation.*

*IRRP Policy 3: Prior to consideration of any request for rezoning or industrial research park subdivision development approval, require an amendment to the Ames Urban Fringe Land Use Framework Map re-designating the area proposed for development from Industrial Reserve/Research Park to Planned Industrial.*

*IRRP Policy 4: When development is proposed, require the urban level design requirements and service standards as required in areas designated Planned Industrial.*



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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER  
Prepared by: City Clerk's Office, 515 Clark Avenue, Ames, IA 50010 Phone: 515-239-5105  
Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE**

**BE IT HEREBY ORDAINED** by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 3315 S. Riverside Drive, is rezoned from Agricultural to Research Park Innovation District.

**Real Estate Description:**

Commencing at a point on the East line of the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Ames, Story County, Iowa 241.45 feet South of the N1/4 Corner of said Sec. 22, thence S89°55'30"W 412.0 feet, thence South 272.0 feet, thence N89°55'30"E, 412.0 feet to the East line of said NW1/4, thence north 272.0 feet along said East line to the point of beginning, containing 2.57 acres.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor